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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SANTA CLARA**

10 JACOB NEZZER, as an individual, on
11 behalf of himself, and all persons similarly
situated,

12 Plaintiff,

13 v.

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15 COMMAND SECURITY SERVICES,
LP, a California corporation authorized to
16 do business in the state of California; and
DOES 1 to 10 inclusive,

17 Defendants.
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CASE NO. ^{23CV422144}

CLASS & REPRESENTATIVE ACTION

**COMPLAINT FOR DAMAGES, CIVIL
PENALTIES, RESTITUTION AND
INJUNCTIVE RELIEF:**

- (1) **FAILURE TO PAY MINIMUM
WAGES, OVERTIME AND/OR
DOUBLE-TIME COMPENSATION
(Labor Code §§ 204, 226.2, 210, 510,
1194, 1197, 1197.1, 1198, and 1199);**
- (2) **FAILURE TO PROVIDE LEGALLY
COMPLIANT MEAL PERIODS OR
COMPENSATION IN LIEU
THEREOF
(Labor Code §§ 204, 226.7 and 512);**
- (3) **FAILURE TO PROVIDE LEGALLY
COMPLIANT REST PERIODS OR
COMPENSATION IN LIEU
THEREOF
(Labor Code § 204, 226.7);**
- (4) **FAILURE TO PAY ALL WAGES
OWED UPON SEPARATION
(Labor Code §§ 201, 202, and 203);**
- (5) **FAILURE TO PROVIDE PAID SICK
LEAVE (Labor Code § 246);**
- (6) **FAILURE TO FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS**

(Labor Code §§ 226 and 226.3);

(7) **FAILURE TO MAINTAIN
ACCURATE RECORDS**
(Labor Code §§ 226(a) and 1174);

(8) **FAILURE TO PROVIDE COPIES
OF SIGNED DOCUMENTS**
(Labor Code § 432);

(9) **FAILURE TO REIMBURSE FOR
NECESSARY WORK EXPENSES**
(Labor Code §§ 2800, 2802);

(10) **VIOLATION OF UNFAIR
COMPETITION LAW**
(Bus. & Prof. Code §§ 17200 *et seq.*);

(11) **PRIVATE ATTORNEYS
GENERAL ACT OF 2004**
(Labor Code §§ 2698 *et. seq.*).

DEMAND FOR JURY TRIAL

Plaintiff Jacob Nezzar (“Plaintiff”), by and through his attorneys of record, brings this action on behalf of himself and all persons similarly situated against Command Security Services, and DOES 1 through 10 (collectively “Command Security Services” or “Defendant”) on the following grounds:

INTRODUCTION

1. This action is brought by Plaintiff on behalf of himself and all other current or former hourly non-exempt employees of Command Security Services who held titles, including but not limited to, Security Officer and/or other similar non-exempt positions engaged in similar work (collectively “Security Officers”).

2. As set forth below, Plaintiff alleges that Command Security Services failed to pay minimum wages, overtime and/or double time compensation; failed to provide legally compliant meal periods or compensation in lieu thereof; failed to authorize and/or permit legally compliant rest periods or compensation in lieu thereof; failed to timely pay all final wages; failed to provide paid sick leave; failed to furnish written accurate itemized wage statements; failed to maintain accurate records; failed to provide copies of signed documents,

1 failed to reimburse for necessary work expenses, engaged in unlawful, unfair and/or fraudulent
2 conduct in violation of California's Unfair Competition Law (codified in Bus. & Prof. Code §§
3 17200 *et seq.*, "UCL"); and violated provisions of the California Labor Code covered under the
4 Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, the "PAGA").

5 3. Each of the acts described herein violate the California Business and Professions
6 Code ("Bus. & Prof. Code"), the California Labor Code ("Labor Code") and the relevant
7 California Industrial Welfare Commission's ("IWC") Wage Orders.

8 4. Plaintiff seeks damages, civil penalties, injunctive relief, and restitution, as well
9 as reasonable attorneys' fees and litigation costs, as provided under California law.

10 5. All allegations in this Complaint are based upon information and belief, except
11 those allegations pertaining to the named Plaintiff and his counsel, which are based on personal
12 knowledge. Each allegation in this Complaint has evidentiary support or is likely to have
13 evidentiary support after a reasonable opportunity for further investigation and discovery.

14 **JURISDICTION AND VENUE**

15 6. This Court has jurisdiction over this action pursuant to California Code of Civil
16 Procedure ("Code of Civil Procedure") sections 382 and 410.10, Bus. & Prof. Code section
17 17203, and Labor Code section 2699. Plaintiff brings this action on behalf of himself and all
18 others similarly situated and, as to claims brought under PAGA as a representative action, on
19 behalf of all aggrieved employees and the general public.

20 7. This Court has personal jurisdiction over Defendants because they conduct
21 business in the State of California and in the county of Santa Clara and have caused injuries
22 throughout the State of California, including in Santa Clara County, through their acts and
23 omissions and by and through their violations of the Bus. & Prof. Code and the Labor Code.

24 8. Venue as to Defendants is proper in this judicial district pursuant to Code of
25 Civil Procedure 395(a), as Defendants transact business and maintain offices in Santa Clara
26 County and are otherwise within this Court's jurisdiction for purposes of service of process.
27 The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated
28 within the County of Santa Clara and the State of California.

9. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class and representative action and involves specialized case management, extensive discovery and evidence, difficult and/or novel issues and is likely to require extensive post judgment supervision.

THE PARTIES

I. PLAINTIFF

10. Plaintiff Jacob Nezzar at all material times mentioned herein:

- a. Was employed by Command Security Services as a non-exempt employee from January to April 2023;
- b. Was assigned to work as a Security Officer at various locations in or around Northern California;
- c. Was paid an hourly wage;
- d. Was not provided with legally compliant meal periods or compensation in lieu thereof;
- e. Was regularly required to take on-duty meal periods;
- f. Was not provided with legally compliant rest periods or compensation in lieu thereof;
- g. Was not provided with an opportunity to document and/or report non-compliant meal and/or rest periods;
- h. Was required to remain readily available to perform work for Command Security Services during meal and/or rest periods;
- i. Was not compensated for all hours worked;
- j. Regularly worked more than eight (8) hours per day and/or forty (40) hours per workweek;
- k. Was not compensated the appropriate overtime rate for hours worked beyond eight (8) hours per day and/or forty (40) hours per week;
- l. Was not timely paid minimum wage and overtime compensation;
- m. Was not provided with paid sick leave and/or written notice of the amount

- of sick leave available;
- n. Was not provided with accurate and itemized wage statements;
 - o. Was not paid all wages due upon separation or termination of the employment relationship;
 - p. Was not paid the appropriate waiting time penalties;
 - q. Believes his employee and payroll records were not accurately maintained by Command Security Services;
 - r. Was not provided with copies of all signed documents;
 - s. Was not reimbursed for necessary work expenses;
 - t. Was subject to Command Security Services' unlawful, unfair and fraudulent business practices;
 - u. Is a member of the class and/or classes described herein;
 - v. Is an "aggrieved employee" as defined by Labor Code § 2699(c);
 - w. Complied with all requirements outlined in Labor Code §§ 2698 *et seq.*

II. DEFENDANTS

11. Defendant Command Security Services, LP is a California corporation authorized to do business, and actually doing business, in the state of California. Command Security Services is in the business of providing services in the security industry. See <https://www.commandcg.com/command-security-services.html/>.

12. Command Security Services, LP is part of the "Command Group," a 'family of companies providing full spectrum solutions related to safety, security, and intelligence.' The Command Group assists "government and private sector clients on six continents." See <https://commandcg.com/>

13. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of Defendant Does 1 through 10, are unknown to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend his complaint to allege the true names and capacities of Does 1 through 10 when they are ascertained.

14. At all times mentioned herein, the acts alleged to have been done and/or caused by Defendants are also alleged to have been done and/or caused by the unascertained defendants mentioned above, and by each of their agents and employees who acted within the scope of their agency and/or employment.

15. At all times mentioned herein, each defendant acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

16. At all times mentioned herein, the acts and omissions of each of the defendants concurrently contributed to the various acts and omissions of each and every one of the other defendants in proximately causing the wrongful conduct, harm, and damages alleged herein. Each of the defendants approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained herein. Each defendant and all Doe defendants were and are acting with authority of each and every other defendant and are acting as agents of each and every other defendant or Doe defendant.

FACTUAL ALLEGATIONS

17. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, all paragraphs of this Complaint.

18. Plaintiff alleges, based on information and belief, that all Security Officers employed by Command Security Services in California are subject to the same and/or similar policies, practices, procedures, guidelines, and/or culture set forth herein.

19. Plaintiff also alleges that he and other current or former Command Security Services Security Officers in California have suffered, and will continue to suffer, the same and/or similar violations of law described herein.

20. Plaintiff was employed by Command Security Services in an hourly, non-exempt capacity from approximately January to April 2023. Throughout his employment Plaintiff was assigned to work as a Security Officer in and around Northern California.

21. Plaintiff is informed and believes, and alleges thereon, that Command Security

Services employs a number of individuals in an hourly, non-exempt capacity, as Security Officer in the State of California.

22. Security Officers' responsibilities include, but are not limited to: patrolling and monitoring the premises to detect and report any irregularities, checking surveillance equipment, assisting others at the location, staying alert for robberies, ensuring the safety of everyone at the location, removing or restraining those who pose a threat, assisting during emergencies, and contacting law enforcement when required, among other duties.

23. Plaintiff asserts that as a policy, practice, procedure, guideline, and/or culture, Command Security Services regularly required Security Officers to work at least eight (8) hours per day and/or forty (40) hours per week.

24. Plaintiff contends that as a policy, practice, procedure, guideline, and/or culture, Command Security Services did not regularly provide Security Officers with legally compliant meal periods and/or compensation in lieu thereof. For instance, Plaintiff alleges that he and other Security Officers were often provided with meal periods that were late, short and/or not free from work.

25. It is Plaintiff's understanding and belief that he and other Security Officers were not provided with meal periods that conform with California law because Command Security Services has a policy, practice, guideline, procedure and/or culture that requires Security Officers to remain at their workstations for the entire duration of their work shift so that they are readily available to engage in their job duties. As such, Command Security Services directed, compelled, and/or otherwise encouraged Security Officers to take meal periods that were late and/or short; and in some instances Security Officers had to forgo their meal periods in order to engage in work duties on behalf of Command Security Services.

26. Plaintiff also asserts that Security Officers who worked more than ten (10) hours in a single workday were not provided with timely, duty-free, and uninterrupted second meal periods of at least thirty (30) minutes for the same and/or similar reasons described herein.

27. It is Plaintiff's understanding and belief that Command Security Services does not have a policy, practice, procedure, guideline, and/or culture that permits Security Officers

1 to restart and/or resume meal periods that are interrupted by work responsibilities.

2 28. Plaintiff contends that Command Security Services does not have a policy,
3 practice, procedure, guideline, and/or culture to document and/or report non-compliant meal
4 periods.

5 29. Plaintiff alleges that Command Security Services has a uniform policy, practice,
6 procedure, guideline, and/or culture of failing to pay the required premium wages to Security
7 Officers for non-compliant meal periods.

8 30. In addition, Plaintiff asserts that it was Command Security Services' policy,
9 practice, procedure, guideline, and/or culture to subject Security Officers, including Plaintiff,
10 to on-duty meal periods. Plaintiff contends that on-duty meal periods are inappropriate because
11 the nature of the work performed by Security Officers does not prevent them from being
12 relieved of all work during meal periods. For example, Command Security Services could have
13 implemented other alternatives to relieve Security Officers from having to perform work duties
14 during meal periods, such as by modifying the time schedules to take into consideration the
15 mandated meal and/or rest periods or scheduling additional Security Officers to relieve
16 Security Officers from their workstations during the legally required meal and/or rest periods.

17 31. Plaintiff alleges that he and other Security Officers were not typically authorized
18 and permitted to take ten (10) minute rest periods that were free of all duty and/or employer
19 control for the reasons stated herein. For example, Plaintiff asserts that in order to be present at
20 their workstations, Security Officers were often compelled to work through their rest periods.

21 32. Plaintiff contends that Command Security Services did not have, and do not
22 have, a practice, policy, procedure, guideline, and/or culture for Security Officers to restart
23 and/or resume rest periods that are interrupted by work related duties.

24 33. Command Security Services also did not have, and do not have, a policy,
25 practice, procedure, guideline, and/or culture for Security Officers to document and/or report
26 rest periods that do not comport with the legal requirements.

27 34. Plaintiff asserts that Command Security Services had, and continues to have, a
28 common policy, practice, procedure, guideline, and/or culture of failing to pay him and other

1 Security Officers the legally required premium wage for non-compliant rest periods.

2 35. Plaintiff contends that Command Security Services had, and continue to have, a
3 uniform policy, practice, procedure, guideline, and/or culture of failing to timely compensate
4 Security Officers for all time worked.

5 36. Plaintiff contends that Command Security Services required him and other
6 Security Officers to work off the clock. For example, Command Security Services regularly
7 called and/or texted Security Officers, including Plaintiff, outside of work hours without
8 compensating them for such time responding to calls and/or texts.

9 37. Plaintiff alleges that as a common policy, practice, procedure, guideline, and/or
10 culture, Command Security Services did not regularly pay overtime compensation to Security
11 Officers when they worked more than eight (8) hours per day and/or forty (40) hours per week.
12 For example, Plaintiff contends that Command Security Services did not regularly provide him
13 and other Security Officers with overtime compensation even though they regularly worked
14 eight (8) or ten (10) hour shifts.

15 38. Plaintiff alleges that as a consequence of Command Security Services' failure to
16 appropriately compensate Security Officers for all time worked and its failure to pay premium
17 wages to Security Officers for non-compliant meal and/or rest periods, Command Security
18 Services had a uniform policy, practice, procedure, guideline, and/or culture of failing to
19 timely pay all wages owed to Plaintiff and other former Security Officers who separated from
20 their employment with Command Security Services during the relevant time period.

21 39. Plaintiff asserts that Command Security Services also failed to pay the
22 appropriate waiting time penalties to all such former Security Officers, including Plaintiff.

23 40. Plaintiff alleges that Command Security Services had, and continue to have, a
24 standard policy, practice, procedure, guideline, and/or culture of failing to provide Security
25 Officers with one (1) hour of paid sick leave for every thirty (30) hours worked in accordance
26 with California law.

27 41. Plaintiff further alleges that Command Security Services also failed to provide
28 him and other Security Officers with paid sick days since they were unable to accrue any such

1 paid sick days at the rate provided by law as a result of Command Security Services' failure to
2 account for all time worked.

3 42. Plaintiff also contends that Command Security Services had a common policy,
4 practice, procedure, guideline and/or culture of failing to provide written notice to Security
5 Officers of their available sick leave as such amounts are not included on the wage statements
6 provided to Security Officers, nor are Security Officers provided with the information in a
7 separate writing on the designated pay date along with their wages.

8 43. Plaintiff asserts that because of the policies, practices, procedures, guidelines,
9 and/or culture described herein, Command Security Services failed to provide Plaintiff and
10 other Security Officers with itemized wage statements that accurately reflected their actual
11 time worked, their gross and/or net wages, and/or their various rates of pay. For example, the
12 wage statements provided to Security Officers, such as Plaintiff, were not accurate as to the
13 total of all hours worked by Security Officers. In addition, the wage statements provided by
14 Command Security Services to Security Officers did not include the accurate rates of pay, as
15 Plaintiff and other Security Officers often worked more than eight (8) hours a day and/or forty
16 (40) hours per week without overtime compensation. The wage statements also did not include
17 premium wages for any non-compliant meal and/or rest periods.

18 44. Furthermore, Command Security Services failed to include the pay period
19 information, as well as the required employee and employer identification on the wage
20 statements provided to Plaintiff and other Security Officers. Plaintiff also contends that
21 Command Security Services failed to include the appropriate name and address of the legal
22 entity that employed Plaintiff and other Security Officers, nor did such wage statements
23 include the required available sick time.

24 45. Due to Command Security Services' policies, practices, procedures guidelines,
25 and/or culture, including, but not limited to, their failure to timely and properly compensate
26 Security Officers for all time worked, Plaintiff asserts that Command Security Services failed
27 to maintain accurate employee and payroll records in violation of the law.

28 46. Plaintiff alleges that Command Security Services failed to provide Security

1 Officers, upon their request, with copies of all documents signed by Security Officers in
2 connection with their hiring by and/or employment with Command Security Services.

3 47. Plaintiff alleges that Command Security Services fails to reimburse him and
4 other Security Officers for necessary work expenses, including required uniform, personal cell
5 phone and mileage and/or gas.

6 48. On June 30, 2023, Plaintiff submitted notice to the California Labor and
7 Workforce Development Agency (“LWDA”) and Defendants informing them of Command
8 Security Services’ alleged Labor Code violations pursuant to the Private Attorneys General Act
9 of 2004 (“PAGA”). A true and correct copy of the notice is attached hereto as **Exhibit 1** and is
10 incorporated herein by this reference.

11 49. To date the LWDA has not provided notice of whether it intends to investigate
12 the alleged violations. Therefore, Plaintiff has the right to pursue his claims under PAGA in a
13 representative capacity on behalf of the state of California pursuant to Labor Code § 2699.3.
14 As such, Plaintiff now files this representative action pursuant to Labor Code §§ 2698 *et seq.*

15 50. Furthermore, Plaintiff believes that additional violations may be discovered and
16 therefore reserves his right to allege additional violations of the law as investigation and
17 discovery warrants. In the event Plaintiff discovers additional violations through the discovery
18 process, Plaintiff will seek to amend the operative complaint as necessary.

19 **CLASS DEFINITIONS**

20 51. The proposed classes defined below consist of current or former non-exempt
21 Security Officers employed by Command Security Services in the state of California at any
22 time during the period commencing on the date that is within four years prior to the filing of
23 this Complaint through the present date (hereinafter the “Class Period”). To the extent that
24 equitable tolling operates to toll the claims by the classes against Defendants, the Class Period
25 should be adjusted accordingly.

- 26 a. All current or former non-exempt Security Officers employed by
27 Defendants in the state of California who suffered violations of the Labor
28 Code, Business and Professions Code and/or the relevant California

1 Industrial Welfare Commission's ("IWC") Wage Orders during the Class
2 Period.

- 3 b. All current or former non-exempt Security Officers employed by
4 Defendants in the state of California who were not provided with the
5 opportunity to take legally compliant meal periods or compensation in lieu
6 thereof in violation of California law during the Class Period.
- 7 c. All current or former non-exempt Security Officers employed by
8 Defendants in the state of California who were not authorized and
9 permitted to take legally compliant rest periods or compensation in lieu
10 thereof in violation of California law during the Class Period.
- 11 d. All current or former non-exempt Security Officers employed by
12 Defendants in the state of California who were not properly paid for all
13 hours worked in violation of California law during the Class Period.
- 14 e. All former non-exempt Security Officers employed by Defendants in the
15 state of California who were not paid all wages due upon separation or
16 termination of the employment relationship in violation of California law
17 during the Class Period.
- 18 f. All current or former non-exempt Security Officers employed by
19 Defendants in the state of California who were not provided with paid sick
20 leave in violation of California law during the Class Period.
- 21 g. All current or former non-exempt Security Officers employed by
22 Defendants in the state of California who were not provided with accurate
23 and itemized wage statements in violation of California law during the
24 Class Period.
- 25 h. All current or former non-exempt Security Officers employed by
26 Defendants in the state of California whose information was not
27 accurately recorded and/or maintained in violation of California law
28 during the Class Period.

- 1 i. All current or former non-exempt Security Officers employed by
2 Defendants in the state of California who were not provided with copies
3 of signed documents in violation of California law during the Class
4 Period.
- 5 j. All current or former non-exempt Security Officers employed by
6 Defendants in the state of California who were not reimbursed for
7 necessary work expenses in violation of California law during the Class
8 Period.
- 9 k. All current or former non-exempt Security Officers employed by
10 Defendants in the state of California who were subject to Defendants'
11 unlawful, unfair, and/or fraudulent business practices in violation of
12 California law during the Class Period.

13 52. Members of the class and/or classes are all “employees” as the term is used in the
14 Labor Code and the IWC Wage Orders regulating wages, hours and working conditions in the
15 state of California.

16 53. A more precise definition of the class and/or classes may be determined after
17 further investigation and discovery. Plaintiff reserves his right to redefine the class and/or
18 classes at any time prior to the court’s order on Plaintiffs’ Motion for Class Certification as
19 provided by law.

20 **CLASS ALLEGATIONS**

21 54. Plaintiff brings this action on behalf of himself, and on behalf of all persons
22 within the defined class and/or classes included herein.

23 55. This class action meets the statutory prerequisites for the maintenance of a class
24 action, as set forth in the Code of Civil Procedure section 382 and Civil Code section 1781, in
25 that:

- 26 a. The persons who comprise the Class are so numerous that the joinder of
27 all such persons is impracticable and the disposition of their claims as a
28 class will benefit the parties and the Court;

- 1 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues
2 that are raised in this Complaint are common to the Class and will apply
3 uniformly to every member of the Class, and as a practical matter, be
4 dispositive of the interests of the other members not party to the
5 adjudication;
- 6 c. The parties opposing the Class have acted or have refused to act on
7 grounds generally applicable to the Class, thereby making final injunctive
8 relief or declaratory relief appropriate with respect to the Class as a whole;
9 and
- 10 d. Common questions of law and fact exist as to the members of the Class
11 and predominate over any question affecting only individual members,
12 and a class action is superior to other available methods for the fair and
13 efficient adjudication of the controversy, including consideration of:
- 14 i. The interests of Class members in individually controlling the
15 prosecution or defense of separate actions;
- 16 ii. The extent and nature of any litigation concerning the controversy
17 already commenced by or against members of the Class;
- 18 iii. The desirability or undesirability of concentrating the litigation of
19 the claims in this particular forum; and
- 20 iv. The likely difficulties in the managing a class action.

21 56. The Court should permit this action to be maintained as a class action pursuant to
22 Code of Civil Procedure section 382 and Civil Code section 1781 because:

- 23 a. Questions of law and fact common to the Class are substantially similar
24 and predominate over any questions affecting only individual members;
- 25 b. A class action is superior to any other available method for the fair and
26 efficient adjudication of Class Members' claims;
- 27 c. The members of the Class are so numerous that it is impractical to bring
28 all Class Members before the Court;

- d. Plaintiff's claims are typical of the claims of the Class;
- e. Class Members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- f. There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties alleged, and in obtaining adequate compensation for the damages that Defendants' actions have inflicted upon the Class;
- g. Plaintiff can fairly and adequately protect the interests of the Class;
- h. There is a community of interest in ensuring that the combined assets and available insurance of Defendants are sufficient to adequately compensate the members of the Class for the injuries sustained; and
- i. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

PAGA COLLECTIVE

57. The proposed PAGA Collective consists of all current and former hourly non-exempt employees of Command Security Services who were employed as Security Officers and/or other similar positions engaged in similar work for Command Security Services in the state of California (collectively "Security Officers") during the period commencing on the date that is within one (1) year and sixty-five (65) days prior to the filing of this Complaint and through the present date (the "PAGA Period"). To the extent that equitable tolling operates to toll the claims by the PAGA Collective against Defendants, the PAGA Period should be adjusted accordingly.

58. Plaintiff asserts that all members of the PAGA Collective are properly classified as "employees" as the term is used and defined in the Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Orders regulating wages and working conditions in the state of California.

59. A more precise definition of the PAGA Collective may be determined after

1 further investigation and discovery. Plaintiff reserves his right to redefine the PAGA Collective
2 in accordance with California law.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

6 **FAILURE TO TIMELY PAY MINIMUM WAGES, OVERTIME AND/OR DOUBLE-**
7 **TIME COMPENSATION**

8 **[Labor Code §§ 204, 226.2, 210, 510, 1194, 1197, 1197.1, 1198, 1199**

9 **and IWC Wage Order No. 4-2001, Subdivs. 3 and 4]**

10 60. Plaintiff realleges and incorporates by this reference, as though fully set forth
11 herein, all paragraphs of this Complaint.

12 61. Labor Code § 204 establishes an employee's fundamental right in the state of
13 California to be paid wages in a timely manner for their work.

14 62. Labor Code § 1197 requires employers to pay its employees the minimum wage
15 as fixed by the commission and further states that payment of wages lower than the fixed
16 minimum is unlawful.

17 63. Labor Code § 1197.1 makes it unlawful for any employer or any other person
18 acting either individually or as an officer, agent, or employee of another person, to pay an
19 employee, or cause an employee to be paid less than the applicable minimum wage.

20 64. Under Labor Code § 510 it is unlawful for an employer to employ persons for
21 more than eight (8) hours per day and/or forty (40) hours per week without compensating them
22 at the rate of one and one-half or two times the employee's regular pay rate, depending on the
23 number of hours worked. (See also IWC Wage Order No. 4-2001, Subdiv. 3(A).)

24 65. An employee may not waive his or her right to overtime compensation and any
25 agreement by the employee to accept less than the statutorily required rate is unenforceable as
26 a matter of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.) Section 1194(a)
27 of the Labor Code states:

1 66. Section 1194(a) of the Labor Code states:

2 Notwithstanding any agreement to work for a lesser wage, any
3 employee receiving less than the legal minimum wage or the legal
4 overtime compensation applicable to the employee is entitled to
 recover in a civil action the unpaid balance of the full amount of
 this minimum wage or overtime compensation, including interest
 thereon, reasonable attorney's fees, and costs of suit.

5 67. Plaintiff contends that he and other Security Officers were regularly required to
6 work more than eight (8) hours per day and/or forty (40) hours per week. Consequently,
7 Plaintiff contends that he and other Security Officers are entitled to receive overtime
8 compensation at the rate of one and one-half times their respective regular pay rates for all
9 hours worked beyond eight (8) hours a day.

10 68. However, Plaintiff alleges that as a policy, practice, procedure, guideline, and/or
11 culture, Command Security Services did not provide overtime compensation to Security
12 Officers who worked more than eight (8) hours per day and/or forty (40) hours per week. For
13 example, Plaintiff contends that despite regularly working shifts in excess of eight (8) hours,
14 Command Security Services did not pay him at a rate of one and one-half times his regular pay
15 rate for hours in excess of eight (8). Instead, Security Guards are paid straight time/flat hourly
16 rate regardless of working overtime hours. Because Command Security Services failed to
17 appropriately pay overtime and/or doubletime compensation to Security Officers who worked
18 more than 8 hours per day and/or 40 hours per week, Command Security Services did not pay
19 its Security Officers in accordance with California law.

20 69. Plaintiff contends that Command Security required him and other Security
21 Officers to perform work on behalf of Command Security without compensation. As a policy,
22 practice, guideline, procedure and/or culture, Command Security requires Security Officers to
23 clock-in and out of their job using an application they were required to install on their personal
24 cell phones and/or using written time sheets. Command Security required that the application
25 be tracking Security Officers.

26 70. Security Officers were often required to work off the clock. Plaintiff asserts that
27 Command Security has a policy, practice, guideline, procedure and/or culture of regularly
28

1 calling and/or texting him and other Security Officers outside of work hours without
2 compensating them for such time responding to calls or texts.

3 71. As such, Plaintiff and other Security Officers do not receive the minimum,
4 overtime and/or double time compensation they are entitled to. As such, Command Security
5 regularly shaves and/or shortens Security Officers' hours worked and does not compensate its
6 Security Officers for all time worked as required by California law.

7 72. Plaintiff alleges that Command Security Services furnished paychecks to him and
8 other Security Officers that did not include compensation for all hours worked and are often
9 late. Plaintiff further contends that despite notifying Command Security Services of the error,
10 Command Security Services did not remedy such by promptly paying all unpaid wages owed
11 to him and other Security Officers. Accordingly, Command Security Services failed to timely
12 pay Security Officers for their work in violation of California law.

13 73. By virtue of Command Security Services' unlawful conduct explained herein,
14 Plaintiff and other Security Officers have and will continue to suffer damages in amounts
15 which are presently unknown, but which exceed the jurisdictional limits of this Court and
16 which will be ascertained according to proof at trial.

17 74. Having received less than the legal minimum wage and/or overtime /double time
18 compensation, Plaintiff and other Security Officers are entitled to, and seek to recover, all
19 wages and penalties owed, including penalties available under Labor Code §§ 210 and 558, as
20 well as interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and
21 1194 and Code of Civil Procedure § 1021.5.

22 75. Plaintiff, on behalf of himself and all other Security Officers, requests further
23 relief as described in the below prayer.

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27 **SECOND CAUSE OF ACTION**

28 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

1 **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS OR**
2 **COMPENSATION IN LIEU THEREOF**

3 **[Labor Code §§ 204, 226.7, 512 and IWC Wage Order No. 4-2001, Subdiv. 11]**

4 76. Plaintiff realleges and incorporates by this reference, as though fully set forth
5 herein, all paragraphs of this Complaint.

6 77. Section 512(a) of the Labor Code provides:

7 An employer may not employ an employee for a work period of
8 more than five hours per day without providing the employee with a
9 meal period of not less than 30 minutes, except that if the total work
10 period per day of the employee is no more than six hours, the meal
11 period may be waived by mutual consent of both the employer and
12 employee. An employer may not employ an employee for a work
13 period of more than 10 hours per day without providing the
14 employee with a second meal period of not less than 30 minutes,
15 except that if the total hours worked is no more than 12 hours, the
16 second meal period may be waived by mutual consent of the
17 employer and the employee only if the first meal period was not
18 waived. (Emphasis added.)

19 78. Labor Code § 226.7(c) states:

20 If an employer fails to provide an employee a meal or rest or
21 recovery period in accordance with a state law, including, but not
22 limited to, an applicable statute or applicable regulation, standard, or
23 order of the Industrial Welfare Commission, the Occupational Safety
24 and Health Standards Board, or the Division of Occupational Safety
25 and Health, the employer shall pay the employee one additional hour
26 of pay at the employee's regular rate of compensation for each
27 workday that the meal or rest or recovery period is not provided.

28 79. In pertinent part, IWC Order No. 4-2001, Subdiv. 11, states:

 (A) No employer shall employ any person for a work period of more
 than five (5) hours without a meal period of not less than 30 minutes,
 except that when a work period of not more than six (6) hours will
 complete the day's work the meal period may be waived by mutual
 consent of the employer and the employee.

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

 (C) Unless the employee is relieved of all duty during a 30 minute
 meal period, the meal period shall be considered an "on duty" meal

1 period and counted as time worked. An “on duty” meal period shall
2 be permitted only when the nature of the work prevents an employee
3 from being relieved of all duty and when by written agreement
4 between the parties an on-the-job paid meal period is agreed to. The
5 written agreement shall state that the employee may, in writing,
6 revoke the agreement at any time.

7 (D) If an employer fails to provide an employee a meal period in
8 accordance with the applicable provisions of this order, the employer
9 shall pay the employee one (1) hour of pay at the employee's regular
10 rate of compensation for each workday that the meal period is not
11 provided. (Emphasis added.)

12 80. A meal period generally complies with California law if the employee has at
13 least 30 minutes uninterrupted during which time the employee is relieved of any and all duty
14 and is free to leave the premises. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53
15 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its]
16 formal policy of providing meal breaks by pressuring employees to perform their duties in
17 ways that omit breaks.” (*Id.* at 1040.)

18 81. Under very narrow circumstances, an employer may be permitted to utilize an
19 on-duty meal period agreement, under which an employee who enters into such agreement
20 agrees, in writing, to on-duty meal periods that are not free from all work, where the nature of
21 the work prevents the employee from being relieved of all work during meal periods. (*See*
22 DLSE Opinion Letter, 1994.09.28; *see also Lubin v. The Wackenhut Corp.* (2016) 5
23 Cal.App.5th 926, 942-43.) An employer may enter into an on-duty meal period agreement with
24 an employee only when the following factors, taken as a whole, “...decisively point to the
25 conclusion that the nature of the work makes it virtually impossible for the employer to
26 provide the employee with an off-duty meal period”: (1) the type of work, (2) the availability
27 of other employees to provide relief to an employee during a meal period, (3) the potential
28 consequences to the employer in the event the employee was relieved of all duty, (4) the
29 employer’s ability to anticipate and mitigate these consequences and (5) whether the work
30 product of process will be destroyed or damaged by relieving the employee of all duty. (DLSE
31 Opinion Letter, 2002.09.04.) On-duty meal periods can only be used in narrow and
32 extraordinary circumstances. (*Abdullah v. U.S. Sec. Assocs.* (9th Cir. 2013) 731 F.3d 952, 959.)

1 82. At all relevant times, Plaintiff and other Security Officers regularly worked more
2 than five (5) hours per workday and often more than ten (10) hours per day. However, despite
3 working at least five (5) hours per day, Plaintiff contends that he and other Security Officers
4 were not provided with the opportunity to take a thirty-minute meal period that was free from
5 all work and work-related responsibilities during the entirety of the 30-minute meal period.
6 Security Officers were not free employer's control, in part, because Command Security
7 Services required Security Officers to remain at their workstations for the entire duration of
8 their work shift so that they are readily available to engage in their job duties.

9 83. Plaintiff asserts that Plaintiff and other Security Officers were not provided with
10 the reasonable opportunity to take meal breaks before the fifth hour of work and/or meal
11 breaks that were free from all work-related responsibilities during the entire 30-minute meal
12 break.

13 84. Plaintiff further asserts that when working ten (10) hours or more in a single
14 day, Plaintiff and other Security Officers were not provided with the opportunity to take a
15 second legally compliant meal break for the same and/or similar reasons stated herein.

16 85. Plaintiff contends that Command Security Services has a policy, practice,
17 procedure, guideline, and/or culture of requiring Security Officers to be readily available to
18 perform work during meal periods, such as the requirements to remain at their posts and not
19 leave the posts unattended, monitor the premises, respond to security calls and/or messages. As
20 a result, Security Officers are not provided with legally compliant meal periods.

21 86. Plaintiff also contends that Command Security requires Security Officers to carry
22 a personal cell phone for the entire duration of their work shift, including during meal periods.
23 Security Officers were also expected to be readily available to perform work on behalf of
24 Command Security during meal periods, such as monitoring the premises, remaining at the
25 assigned posts, assisting others, and responding to calls and/or messages, and were required to
26 carry a personal cell phone for the entire duration of their work shift, including during meal
27 periods. As a result, Security Officers were not provided with meal periods that were free from
28 work or interruption.

1 87. Plaintiff contends that Command Security Services had a policy, practice,
2 procedure, guideline, and/or culture to subject Security Officers, including Plaintiff, to on-duty
3 meal periods. However, Plaintiff asserts that on-duty meal periods are inappropriate because
4 the nature of the work performed by Security Officers does not prevent them from being
5 relieved of all work during meal periods. Instead of compelling Security Officers to perform
6 work during meal periods, Command Security Services could have modified the time
7 schedules to take into consideration the mandated meal and/or rest periods or schedule
8 additional Security Officers to relieve Security Officers from their workstations during the
9 legally required meal and/or rest periods.

10 88. Plaintiff contends that on a rare occasion when he and other Security Officers are
11 provided with a meal period, the meal periods are often late, short, or interrupted due in part to
12 Command Security Services' requirement that its Security Officers be readily available to
13 perform their work duties during meal periods and not leave their posts unattended.

14 89. Moreover, Plaintiff alleges that as a policy, practice, guideline, procedure and/or
15 culture, Command Security Services does not schedule any meal periods for its Security
16 Officers. Additionally, Command Security Services failed to provide any relief for Security
17 Officers to be able to take legally compliant breaks. As a result, Command Security Services
18 does not compensate Security Officers for non-compliant meal periods.

19 90. By imposing unbearable work schedules onto its Security Officers, Command
20 Security Services compelled, encouraged, and/or otherwise directed its Security Officers to
21 work through their meal periods.

22 91. Plaintiff further contends that Command Security Services does not have a
23 policy, practice, procedure, guideline, and/or culture for Security Officers to document and/or
24 report non-compliant meal periods.

25 92. Plaintiff also contends that Command Security Services failed to pay premium
26 wages to Security Officers, including Plaintiff, for meal periods that did not comply with
27 California law.

93. Plaintiff believes that Command Security Services know or should know that its Security Officers were not provided with the opportunity to take legally compliant meal periods and/or paid the legally required premium wage in lieu thereof.

94. As a result of Command Security Services' unlawful conduct alleged herein, Plaintiff and other Security Officers have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

95. Pursuant to Labor Code § 226.7(c) and the relevant IWC Order No. 4-2001, Subdiv. 11(D), Plaintiff and other current or former Security Officers are entitled to, and seek to, recover the full amount of unpaid premium wages for non-compliant meal periods.

96. Pursuant to Labor Code § 218.6, Plaintiffs and other current or former Security Officers are entitled to, and seek to, recover prejudgment interest on the amount of premium wages owed.

97. Plaintiff and other Security Officers are entitled to, and seek, recovery of reasonable attorneys' fees as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

98. Plaintiff, on behalf of himself and all other current or former Security Officers, requests further relief as described in the below prayer.

THIRD CAUSE OF ACTION

(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS OR COMPENSATION IN LIEU THEREOF

[Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001, Subdiv. 12]

99. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, all paragraphs of this Complaint.

100. In pertinent part, Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of

the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

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

101. IWC Order No. 4-2001, Subdiv. 12 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

102. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273.)

103. As discussed herein, Command Security Services regularly required Plaintiff and other Security Officers to work more than four (4) hours per day, and often in excess of eight (8) hours a day.

104. Plaintiff contends that as a policy, practice, procedure, guideline, and/or culture Command Security Services regularly failed to authorize and/or permit Security Officers to take off-duty rest periods for every four (4) hours worked, or major fraction thereof, in violation of California law.

105. Plaintiff asserts that Security Officers, including Plaintiff, were required by Command Security Services to remain readily available to engage in work during rest periods because, among other things, Command Security Services required its Security Officers to

1 remain present at their posts, assist others at the location, monitor the premises, respond to
2 work related calls and/or messages throughout the entire duration of their shift and otherwise
3 be readily available to perform work duties at all times. Therefore, Command Security
4 Services failed to relinquish all control over Security Officers and/or relieve Security Officers
5 of all duty during rest periods as required by California law.

6 106. Plaintiff further alleges that Command Security Services fails to schedule enough
7 Security Officers so that he and other Security Officers could be relieved from their posts to
8 take their meal and rest periods.

9 107. Plaintiff asserts that Command Security Services did not have a policy, practice,
10 procedure, guideline, and/or culture for Security Officers to document and/or report non-
11 compliant rest periods.

12 108. Plaintiff further asserts that Command Security Services failed to pay him and
13 other Security Officers the premium wage required by California law for non-compliant rest
14 periods.

15 109. Plaintiff believes that Command Security Services knows or should know that it
16 failed to authorize and permit Security Officers to take legally compliant rest periods and/or
17 failed to provide them with the legally required premium compensation in lieu thereof since,
18 among other things, Command Security Services required Security Officers to remain readily
19 available to engage in work during rest periods.

20 110. Due to Command Security Services' unlawful conduct, as described herein,
21 Plaintiff and other current or former Security Officers have and will continue to suffer damages
22 in an amount which is presently unknown, but which exceeds the jurisdictional limits of this
23 Court and which will be ascertained according to proof at trial.

24 111. According to Labor Code § 226.7(c) and IWC Order No. 4-2001, Subdiv. 12(B),
25 Plaintiff and other Security Officers are entitled to, and seek to, recover the full amount of
26 unpaid premium wages for non-compliant rest periods.

27 112. Pursuant to Labor Code § 218.6, Plaintiff and other current or former Security
28 Officers are entitled to, and seek to, recover prejudgment interest on the amount of premium

1 wages owed.

2 113. Plaintiff and other Security Officers are entitled to, and seek to, recover
3 reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil
4 Procedure § 1021.5.

5 114. Plaintiff, on behalf of himself and all other current or former Security Officers,
6 requests further relief as described in the below prayer.

7 **FOURTH CAUSE OF ACTION**

8 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

9 **FAILURE TO PAY WAGES OWED UPON SEPARATION**

10 **[Labor Code §§ 201-203]**

11 115. Plaintiff realleges and incorporates by this reference, as though fully set forth
12 herein, all paragraphs of this Complaint.

13 116. Labor Code § 200(a) defines "wages" to include "all amounts for labor
14 performed by employees...whether the amount is fixed or ascertained by the standard of
15 time...commission basis, or other method of calculation." The term "labor" is further defined in
16 subsection (b) to include "labor, work, or service whether rendered or performed under
17 contract, subcontract, partnership...or other agreement if the labor...is performed personally by
18 the person demanding payment."

19 117. Pursuant to Labor Code § 201(a), when an employer discharges an employee, all
20 earned wages that remain unpaid at the time of discharge are due and payable to the employee
21 immediately.

22 118. According to Labor Code § 202(a):

23 If an employee not having a written contract for a definite period
24 quits his or her employment, his or her wages shall become due and
25 payable not later than 72 hours thereafter, unless the employee has
26 given 72 hours previous notice of his or her intention to quit, in
27 which case the employee is entitled to his or her wages at the time
28 of quitting. Notwithstanding any other provision of law, an
employee who quits without providing a 72-hour notice shall be
entitled to receive payment by mail if he or she so requests and
designates a mailing address. The date of mailing shall constitute the
date of payment for purposes of the requirement to provide payment
with 72 hours of the notice of quitting.

1 119. In pertinent part, Labor Code § 203(a) further provides:

2 If an employer willfully fails to pay, without abatement or reduction,
3 in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and
4 205.5, any wages of an employee who is discharged or who quits,
the wages of the employee shall continue as a penalty from the due
date thereof at the same rate until paid or until an action thereof is
commenced; but the wages shall not continue for more than 30 days.

5 120. Plaintiff contends that Command Security Services has a policy, practice,
6 guideline, and/or culture of not timely paying all wages owed upon discharge nor paying the
7 required waiting time penalties.

8 121. As described herein, Command Security Services knowingly failed to
9 compensate its Security Officers for all time worked, failed to pay minimum wages and/or
10 overtime/double time compensation to Security Officers for all hours worked in excess of eight
11 per day and/or forty per week, and failed to pay legally required premium wages to Security
12 Officers for non-compliant meal and/or rest periods. Although Command Security Services no
13 longer employs a number of Security Officers, Plaintiff alleges, based on information and
14 belief, that Command Security Services has not yet paid all wages owed, nor the required
15 waiting time penalties, to its former Security Officers, including himself, as a result of such
16 conduct.

17 122. As a consequence of Command Security Services' willful and deliberate refusal
18 to furnish such wages, the affected employees are entitled to, a maximum of thirty (30) days'
19 wages at their daily rate of pay as a waiting time penalty pursuant to Labor Code § 203.

20 123. Plaintiff and other Security Officers are entitled to, and seek to, recover
21 reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil
22 Procedure § 1012.5.

23 124. Plaintiff, on behalf of himself and all other Security Officers, requests further
24 relief as described in the below prayer.

25 **FIFTH CAUSE OF ACTION**

26 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**
27

1 **FAILURE TO PROVIDE PAID SICK LEAVE AND WRITTEN NOTICE OF**
2 **THE AMOUNT OF SICK LEAVE AVAILABLE**

3 **[Labor Code § 246]**

4 125. Plaintiff realleges and incorporates by this reference, as though fully set forth
5 herein, all paragraphs of this Complaint.

6 126. Under Labor Code § 246(b)(1) an employee shall accrue a minimum of one (1)
7 hour of paid sick time for every thirty (30) hours worked.

8 127. Labor Code § 246(b)(4) requires that an employer provide at least twenty-four
9 (24) hours or three (3) days of paid sick time per year for full-time employees.

10 128. Labor Code § 246(i) further requires an employer to provide an employee with
11 written notice which sets forth the amount of paid sick leave available, or paid time off leave
12 an employer provides in lieu of sick leave, on either the employee's itemized wage statement
13 or in a separate writing provided on the designated pay date with the employee's payment of
14 wages.

15 129. Plaintiff asserts that Command Security Services had a policy, practice,
16 procedure, guideline, and/or culture of failing to provide him and other Security Officers with
17 the required minimum of one (1) hour of paid sick leave for every thirty (30) hours worked.
18 Because Command Security Services did not account for all time worked, as described herein,
19 Plaintiff and other Security Officers were unable to accrue paid sick time at the rate provided
20 by the Labor Code.

21 130. Plaintiff also alleges that Command Security Services failed to provide him and
22 other Security Officers with written notice of their available sick time, on either the itemized
23 wage statement provided to them or in a separate writing provided on the designated pay date,
24 in violation of California law.

25 131. Plaintiff and other Security Officers are entitled to, and seek, penalties under
26 Labor Code § 246 and the recovery of reasonable attorneys' fees and costs pursuant to Labor
27 Code § 218.5 and Code of Civil Procedure § 1012.5.

28 132. Plaintiff, on behalf of himself and other Security Officers, requests further relief

as described in the below prayer.

SIXTH CAUSE OF ACTION

(By Plaintiff Individually and on Behalf of the Class against Defendants and Does 1-10)

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226 and 226.3]

133. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, all paragraphs of this Complaint.

134. Labor Code § 226 states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee..."

135. Labor Code § 226(e)(1) further provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

136. According to Labor Code § 266(h), "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

137. An injury occurs where the employer fails to provide accurate information and the employee cannot "promptly and easily determine" the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

1 138. Labor Code § 226(e)(2)(c) explains that the phrase “promptly and easily
2 determine” means that “a reasonable person would be able to readily ascertain the information
3 without reference to documents or information.”

4 139. As a result of Command Security Services’ failure to properly compensate
5 Security Officers for all hours worked, including without limitation, Command Security
6 Services’ failure to pay minimum wages and/or overtime compensation and its failure to pay
7 premium wages for non-complaint meal and/or rest periods, as described herein, the wage
8 statements furnished by Command Security Services to Security Officers failed to accurately
9 itemize and reflect their gross wages, the number of hours actually worked, all applicable rates
10 of pay, including but not limited to overtime, and their net pay.

11 140. The wage statements provided by Command Security Services also failed to
12 include deductions, pay period information, the name of the individual and either their last four
13 (4) digits of their social security number or employee identification number, and the name and
14 address of the legal entity that is the employer. Moreover, Command Security Services did not
15 properly include the individual’s available sick time on each wage statement provided to
16 Security Officers.

17 141. As a result, Plaintiff and other Security Officers were unable to readily ascertain,
18 from their wage statements, whether they were properly compensated for all time worked.
19 Plaintiff and other Security Officers have therefore suffered injury under California law due to
20 Command Security Services’ knowing and intentional failure to furnish accurate itemized
21 wage statements.

22 142. According to Labor Code § 226(e), Plaintiff and other Security Officers are
23 entitled to, and seek to recover, liquidated damages in the amount of \$50.00 for the initial
24 violation and \$100.00 for each subsequent violation per employee, not to exceed \$4,000.00.

25 143. Additionally, pursuant to Labor Code § 226(h), Plaintiff and other Security
26 Officers are entitled to, and therefore seek, injunctive relief in order to ensure Command
27 Security Services’ compliance with Labor Code § 226.

28 144. Plaintiff and other Security Officers are also entitled to, and seek recovery of,

1 attorneys' fees and costs as provided under Labor Code §§ 218.5, 226(e)(1) and 226(h) and
2 Code of Civil Procedure § 1012.5.

3 145. Plaintiff, on behalf of himself and all other Security Officers, requests further
4 relief as described in the below prayer.

5 **SEVENTH CAUSE OF ACTION**

6 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

7 **FAILURE TO MAINTAIN ACCURATE RECORDS**

8 **[Labor Code §§ 226(a), 1174 and IWC Wage Order No. 4-2001, Subdiv. 7]**

9 146. Plaintiff realleges and incorporates by this reference, as though fully set forth
10 herein, all paragraphs of this Complaint.

11 147. Pursuant to Labor Code § 226(a), an employer must keep a copy of each wage
12 statement and record of deductions on file for at least three (3) years.

13 148. According to Labor Code § 1174(d):

14 “[e]very person employing labor in this state shall keep, at a central
15 location in the state or at the plants or establishments at which
16 employees are employed, payroll records showing the hours worked
17 daily by and the wages paid to, and the number of piece-rate units
18 earned by and any applicable piece rate paid to, employees employed
19 at the respective plants or establishments. These records shall be kept
20 in accordance with rules established for this purpose by commission,
21 but in case shall be kept on file for not less than three years. An
22 employer shall not prohibit an employee from maintaining a
23 personal record of hours worked, or, if paid on a piece-rate basis,
24 piece-rate units earned.” (See also IWC Wage Order 9-2001,
25 Subdiv.7.)

26 149. As discussed herein, Plaintiff asserts that Command Security Services did not have
27 a policy, practice, procedure, guideline, and/or culture of documenting and/or recording Security
28 Officers' time in and time out each workday. Plaintiff also contends that he and other Security
Officers received paychecks from Command Security Services that did not accurately reflect all
gross and/or net wages earned, and/or the total hours of time worked each day. Consequently,
Plaintiff contends that Command Security Services had a policy, practice, procedure, guideline,
and/or culture of intentionally and willfully failing to maintain Security Officers' payroll records.

150. Plaintiff further alleges that Command Security Services failed to maintain

1 copies of all documents related to employment of Security Officers, and/or failed to provide
2 Security Officers with the opportunity to inspect or copy such documents upon request in
3 violation of California law.

4 151. Plaintiff and other Security Officers have suffered, and continue to suffer,
5 injuries and damages as a consequence of Command Security Services' deliberate failure to
6 maintain accurate records in violation of California law. More specifically, as a result of
7 Command Security Services' conduct, Plaintiff and other Security Officers were denied their
8 legal right and protected interest in having accurate and complete payroll records available to
9 them.

10 152. Plaintiff and other Security Officers are thus entitled to, and do seek, recovery of
11 damages as outlined in Labor Code § 226 (e)(1).

12 153. As provided for in Labor Code §§ 218.5 and 226(e)(1) and Code of Civil
13 Procedure § 1012.5, Plaintiff and other Security Officers are entitled and seek to recover
14 reasonable attorneys' fees and costs.

15 154. Plaintiff, on behalf of himself and all other current or former Security Officers,
16 requests further relief as described in the below prayer.

17 **EIGHTH CAUSE OF ACTION**

18 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

19 **FAILURE TO PROVIDE COPIES OF SIGNED DOCUMENTS**

20 **[Labor Code § 432 and IWC Wage Order No. 4-2001, Subdiv. 7]**

21 155. Plaintiff realleges and incorporates by this reference, as though fully set forth
22 herein, all paragraphs of this Complaint.

23 156. Labor Code § 432 requires an employer to provide its employee, upon request,
24 with copies of any and all documents signed by the employee relating to the obtaining or
25 holding of employment. (See also IWC Wage Order No. 4-2001, Subdiv. 7.)

26 157. Plaintiff alleges that, although he and other Security Officers signed documents
27 that relate to their employment with Command Security Services, Command Security Services
28 failed to maintain and/or provide Plaintiff and other Security Officers with copies of all such

1 documents.

2 158. Plaintiff and other Security Officers are entitled to, and seek recovery of,
3 reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of
4 Civil Procedure § 1021.5.

5 159. Plaintiff, on behalf of himself and other Security Officers, request further relief
6 as described in the below prayer.

7 **NINTH CAUSE OF ACTION**

8 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

9 **FAILURE TO REIMBURSE FOR NECESSARY WORK EXPENSES**

10 **[Labor Code §§ 2800, 2802 and IWC Wage Orders No. 4-2001, Subdiv. 9]**

11 160. Plaintiff realleges and incorporates by this reference, as though fully set forth
12 herein, all paragraphs of this Complaint.

13 161. Labor Code § 2800 requires employers in all cases to indemnify employee losses
14 caused by the employer's want of ordinary care.

15 162. In pertinent part, Labor Code § 2802 provides:

16 (a) An employer shall indemnify his or her employee for all
17 necessary expenditures or losses incurred by the employee in direct
consequence of the discharge of his or her duties...

18 [...]

19 (c) For purposes of this section, the term "necessary expenditures or
20 losses" shall include all reasonable costs, including, but not limited
to, attorney's fees incurred by the employee enforcing the rights
21 granted by this section.

22 163. According to IWC Order No. 4-2001, Subdiv. 9(A), when an employer requires
23 uniforms to be worn by its employees, the employer is required to provide and maintain such
24 uniforms. The term "uniform" includes apparel of distinct color or design.

25 164. As a policy, practice, procedure, guideline, and/or culture, Command Security
26 Services requires Security Officers to wear a distinctive shirt affixed with the Command
27 Security Services logo as a condition of their employment. In addition, Command Security
28 Services requires its Security Officers to wear specific black shoes and black pants while

1 working on behalf of Command Security Services. As a practice or procedure, Command
2 Security Services neither provides Security Officers with the shoes and pants, nor reimburses
3 Security Officers for the cost of purchasing and/or maintaining the required uniform in violation
4 of California law.

5 165. In addition, Security Officers are required to use their personal cell phones for
6 work related issues, such as clocking in/out, using the tracking application that Command
7 Security required them to install, and responding to calls and messages. However, Command
8 Security Services fails to reimburse Security Officers for a percentage of cell phone bill.

9 166. Moreover, Security Officers, including Plaintiff, are often required to drive
10 between various worksites during shifts using their personal vehicles. However, they are not
11 properly reimbursed for mileage and/or gas.

12 167. Plaintiff and other current or former Security Officers are entitled to, and seek,
13 reimbursement of their necessary expenditures, plus interest, including reasonable attorneys'
14 fees and costs pursuant to Labor Code §§ 2800 and 2802.

15 168. Plaintiff and other Security Officers are entitled to, and seek recovery of,
16 reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of
17 Civil Procedure § 1021.5.

18 169. Plaintiff, on behalf of himself and other Security Officers, requests further relief
19 as described in the below prayer.

20 **TENTH CAUSE OF ACTION**

21 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

22 **UNFAIR COMPETITION LAW**

23 **[Bus. & Prof. Code §§ 17200 *et seq.*]**

24 170. Plaintiff realleges and incorporates by this reference, as though fully set forth
25 herein, all paragraphs of this Complaint.

26 171. As codified in Bus & Prof. Code §§ 17200 *et seq.*, California's Unfair Competition
27 Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

28 172. A cause of action may be brought under the UCL if a practice violates some other

1 law. The “unlawful” prong of the UCL effectively deems a violation of the underlying law a
2 per se violation of Bus. & Prof. Code §§ 17200. (*Cel-Tech Commc’ns, Inc. v. Los Angeles*
3 *Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state,
4 statutory, or common law – can serve as a predicate for a § 17200 “unlawful” violation.
5 (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

6 173. The “unfair” prong of the UCL does not require a practice to be specifically
7 proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134,
8 1143 (internal citations omitted).) Pursuant to the California Supreme Court, the “unfair
9 standard” is intentionally broad to give maximum discretion to courts in prohibiting new
10 schemes to defraud. (*Cel-Tech Commc’ns, Inc.*, 20 Cal.4th at 180-81.)

11 174. Under the UCL, a “fraudulent” business act or practice is one where “members of
12 the public are likely to be deceived.” (*Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36,
13 49.) A showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The
14 fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract
15 terms are presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th
16 230, 253.) As such, even a true statement may be unlawful under section 17200 if it is “couched
17 in such a manner that is likely to mislead or deceive..., such as by failing to disclose other
18 relevant information.” (*Ibid.*)

19 175. As discussed herein, Command Security Services’ business practices violate all
20 three prongs of California’s UCL.

21 Unlawful

22 176. As described herein, Command Security Services violated the Labor Code by
23 failing to properly compensate its Security Officers minimum wages and overtime
24 compensation for all time worked. Since Command Security Services’ failure to compensate
25 employees for all time worked clearly violates California law, Command Security Services’
26 conduct is a per se violation of the UCL. (*Cel-Tech Commc’ns, Inc.*, 20 Cal.4th at 180.)
27 Command Security Services also failed to pay premium wages to its Security Officers for non-
28 compliant meal and rest periods as required by California law. Plaintiff is also informed and

1 believes that Command Security Services failed to pay all wages owed to Security Officers
2 upon termination of the employment relationship with Command Security Services in violation
3 of California law. Command Security Services further failed to furnish itemized and accurate
4 wage statements that accurately reflected the total hours actually worked and gross and/or net
5 wages earned by Security Officers, among other things. Therefore, Command Security Services
6 has clearly engaged in unlawful business practices pursuant to Bus. & Prof. Code §§ 17200 *et*
7 *seq.*

8 Unfair

9 177. Command Security Services' failure to provide Security Officers with legally
10 compliant meal and/or rest periods and/or compensation in lieu thereof is inherently unfair
11 because it knowingly strips Security Officers of their earned wages and rights afforded to them
12 by the Labor Code.

13 178. Command Security Services' policy, practice, procedure, guideline, and/or culture
14 of failing to compensate Security Officers minimum wages and overtime compensation for all
15 hours worked is unfair because Defendant prevented Security Officers from receiving timely
16 and adequate compensation for all time worked in violation of California's policy of prompt
17 payment of wages.

18 Fraudulent

19 179. Command Security Services' policy, practice, procedure, guideline, and/or culture
20 of providing Plaintiff and other Security Officers with inaccurate wage statements constitutes a
21 fraudulent business practice under the UCL because Plaintiff and other Security Officers are
22 likely to be, and actually are, deceived as to whether they were paid for all time worked.

23 180. Command Security Services' policy, practice, procedure, guideline, and/or culture
24 of failing to maintain accurate records also constitutes a fraudulent business practice as the
25 inaccuracies intentionally mislead Security Officers as to their total hours worked and gross
26 and/or net wages earned.

27 181. As a direct and proximate result of Command Security Services' unlawful, unfair,
28 and fraudulent business practices, Plaintiff and other current or former Security Officers have

1 suffered injury-in-fact and have lost wages rightfully owed to them.

2 182. Through their unlawful, unfair, and fraudulent conduct, Command Security
3 Services has been unjustly enriched by receiving and continuing to receive benefits and profits
4 at the expense of Security Officers. Pursuant to Bus. & Prof. Code §§ 17200 *et seq.*, Command
5 Security Services should, thus, be enjoined from this activity and made to disgorge all ill-gotten
6 gains and restore Plaintiff and other Security Officers the wages wrongfully withheld from
7 them.

8 183. Moreover, the unlawful, unfair, and fraudulent conduct alleged herein has
9 continued, and there is no indication that Command Security Services will refrain from such
10 activity in the future especially as Command Security Services knowingly deprives Security
11 Officers of all minimum wages and overtime compensation. Plaintiff believes and alleges that
12 if Command Security Services is not enjoined from the conduct described herein, they will
13 continue to violate California law at the expense of Security Officers. Accordingly, Plaintiff
14 requests that the court issue a preliminary and permanent injunction against Command Security
15 Services.

16 184. Plaintiff, on behalf of himself and other Security Officers, requests further relief
17 as described in the below prayer.

18 **ELEVENTH CAUSE OF ACTION**

19 **(By Plaintiff in his Representative Capacity against Defendants and Does 1-10)**

20 **PRIVATE ATTORNEY GENERAL ACT OF 2004**

21 **[Labor Code §§ 2698 *et seq.*]**

22 185. Plaintiff realleges and incorporates by this reference, as though fully set forth
23 herein, all paragraphs of this Complaint.

24 186. Pursuant to PAGA, any provision of the Labor Code allowing for a civil penalty
25 to be assessed and collected by the LWDA, or any of its departments, divisions, commissions,
26 boards, agencies, or employees, for a California Labor Code violation, may be recovered
27 through a civil action brought by an aggrieved employee on behalf of himself or herself, and
28 other current or former employees. Such civil penalties are in addition to any other relief

1 provided for under the Labor Code and must be allocated seventy-five percent (75%) to the
2 LWDA and twenty-five percent (25%) to the aggrieved employees pursuant to § 2699(i).

3 187. Command Security Services employed Plaintiff and each of the current or former
4 employees he represents in the state of California during all, or a portion of, the statute of
5 limitations period before Plaintiff filed her notice with the LWDA.

6 188. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by
7 Command Security Services within the past year and suffered one or more violations of the
8 Labor Code.

9 189. Plaintiff has complied with the notice requirements outlined in Labor Code §
10 2699.3. On June 30, 2023, Plaintiff submitted notice to the LWDA and Defendants informing
11 them of Command Security Services’ alleged Labor Code violations pursuant to PAGA. (See
12 **Exhibit 1.**) The LWDA had sixty-five (65) days to provide notice of whether it intended to
13 investigate the alleged violations. To date, the LWDA has not provided notice of whether it
14 intends to investigate the alleged violations. Plaintiff thus has the right to pursue, and does
15 pursue, such claims under the PAGA in her representative capacity pursuant to Labor Code §
16 2699.3.

17 190. As set forth herein, Command Security Services has committed, and continues to
18 commit, numerous violations for which the Labor Code entitles Plaintiff, in his representative
19 capacity, to recover, on behalf of himself, the PAGA Collective, and the general public, the
20 statutory and civil penalties, as well as attorneys’ fees and costs for Command Security
21 Services’ violations of the Labor Code, as alleged herein.

22 191. Plaintiff, in his representative capacity on behalf of himself and the PAGA
23 Collective, is entitled to, and does so seeks to, recover civil penalties for violations of the
24 following Labor Code provisions in this representative action:

- 25 a. Failure to provide legally compliant meal periods or compensation in
26 lieu thereof in violation of Labor Code §§ 204, 226.7, 512 and IWC
27 Wage Order No. 4-2001;
- 28 b. Failure to provide legally compliant rest periods or compensation in

lieu thereof in violation of Labor Code § 204, 226.7 and IWC Wage Order No. 4-2001;

- c. Failure to pay minimum wages and overtime compensation in violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, 1198, 1199 and IWC Wage Order No. 4-2001;
- d. Failure to pay all wages owed upon termination and/or waiting time penalties in violation of Labor Code §§ 201-203;
- e. Failure to provide paid sick days and written notice of the amount of sick leave available in violation of Labor Code §§ 233, 234, 246, 246.5;
- f. Failure to timely furnish legally compliant and/or accurate itemized wage statements in violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001;
- g. Failure to maintain accurate employee, time, and payroll records in violation of Labor Code §§ 226(a), 1174 and IWC Wage Order No. 4-2001;
- h. Failure to provide a right to a copy of signed documents in violation of Labor Code § 432; and
- i. Failure to reimburse for necessary business expenses in violation of Labor Code §§ 2800 and 2802 and IWC Wage Order No. 4-2001.

192. For violations of Labor Code §§ 510 and 512, in addition to any other penalty provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Therefore, Plaintiff, in his representative capacity on behalf of himself and the PAGA Collective is entitled to, and does seek, such civil penalties.

193. Labor Code § 1197.1 subjects any employer or person to a civil penalty of \$100

1 for any initial violations for each underpaid employee and \$250 for each underpaid employee
2 for each subsequent violation, restitution of wages and liquidated damages payable to the
3 employee and any applicable penalties imposed by section 203 for paying or causing to pay an
4 employee less than the minimum wage imposed by California law. Plaintiff, therefore, is
5 entitled to, and does seek, in his representative capacity, the outlined civil penalty.

6 194. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in
7 an initial citation and \$1,000 per employee for each violation in a subsequent citation for
8 violations of Labor Code § 226(a). Plaintiff and other Security Officers in the state of California
9 are thus entitled to, and do seek, the described civil penalties.

10 195. For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code §
11 1174.5 imposes a civil penalty of \$500. Plaintiff, in his representative capacity on behalf of
12 himself and the PAGA Collective is entitled to, and therefore seeks, such civil penalty.

13 196. In addition to any other penalty, Labor Code § 210 provides that any person who
14 fails to pay wages as provided in sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
15 1197.5, shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay
16 each employee and for each subsequent violation, or any willful or intentional violation, \$200
17 for each failure to pay each employee, plus 25% of the amount unlawfully withheld. Plaintiff
18 and other Security Officers in the state of California are thus entitled to, and therefore seek, the
19 described civil penalties.

20 197. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee
21 for the initial violation and \$200 per pay period, per employee for each subsequent violation for
22 all Labor Code provisions for which a civil penalty is not specifically provided, including, but
23 not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 233, 234, 246,
24 246.5, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802. Thus,
25 Plaintiff, on behalf of himself and the PAGA Collective is entitled to, and therefore seeks, the
26 above-described civil penalties.

27 198. Pursuant to Labor Code § 2699(g)(1) an employee who prevails in a civil action
28 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and

costs. Therefore, Plaintiff, in his representative capacity, is entitled to, and therefore seeks, attorneys' fees and costs in relation to this action.

199. Plaintiff, in his representative capacity, on behalf of himself and other members of the PAGA Collective are entitled to, and seek to, recover reasonable attorneys' fees as provided by Labor Code §§ 218.5, 1193.6, 1194 and Code of Civil Procedure § 1021.5.

200. Plaintiff, in his representative capacity on behalf of himself and the PAGA Collective requests further relief as described in the below prayer.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and all persons similarly situated, prays for judgment against Defendants as follows:

- a. For an order determining that this action may be maintained as a class action;
- b. For an order appointing Plaintiff as the class representative;
- c. For an order appointing the attorneys appearing on the above caption as class counsel;
- d. For an order determined that this action may be maintained as a representative action;
- e. For an order naming Plaintiff as the representative;
- f. For all wages and benefits due to Plaintiff and other non-exempt employees currently or formerly employed by Defendants in accordance with California law;
- g. For all minimum wages and overtime/double time compensation owed pursuant to Labor Code §§ 510, 1194, 1197.1 and/or other applicable law;
- h. For premium wages pursuant to Labor Code § 226.7, and/or other applicable law;
- i. For waiting time penalties pursuant to Labor Code § 203, and/or other applicable law;

- j. For damages, pursuant to Labor Code § 226, 246, Civil Code § 3281 and/or other applicable law;
- k. For liquidated damages, pursuant to Labor Code §§ 226(e), 1194.4(a), 1197.1, and/or other applicable law;
- l. For civil penalties, pursuant to Labor Code §§ 210 226.3, 558, 1174.5, 1197.1, 2699(f), and/or other applicable law;
- m. For PAGA civil penalties pursuant to Labor Code §§ 2698 *et seq.*, and/or other applicable law;
- n. For injunctive relief, pursuant to Labor Code § 226(h) and Bus. & Prof. Code § 17203 and/or other applicable law;
- o. For restitution for Defendants’ unfair, unlawful, and fraudulent business practices as provided by California law;
- p. For reasonable attorneys’ fees and costs of suit pursuant to Labor Code §§ 218.5, 1193.6, 1194 and 2699(g), Code of Civil Procedure § 1021.5, the “common fund” theory, the “substantial benefit” theory and/or other applicable law, theory or doctrine;
- q. For pre- and post- judgment interest as provided by California law;
- r. For appropriate equitable relief pursuant to California law; and
- s. For any other relief the Court may deem just and proper.

1 Dated: September 01, 2023

2 **CONSUMER & EMPLOYMENT LAW GROUP**

3
4
5 By: Alicja Urtnowski
6 R. Craig Clark
7 Alicja A. Urtnowski
8 *Attorneys for Plaintiff*

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial on all issues triable to a jury.

11
12 Dated: September 01, 2023

13 **CONSUMER & EMPLOYMENT LAW GROUP**

14 By: Alicja Urtnowski
15 R. Craig Clark
16 Alicja A. Urtnowski
17 *Attorneys for Plaintiff*
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Exhibit 1

Exhibit 1



**CONSUMER &
EMPLOYMENT**
— LAW GROUP —

3258 Fourth Avenue
San Diego, California 92103
Phone: (619) 239-1321
Facsimile: (888) 273-4554
consumerandemploymentlawgroup.com
Formerly known as Clark Law Group

June 30, 2023

Transmitted via Online Upload

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

RE: Jacob Nezzar v. Command Security Services, LP

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that Jacob Nezzar ("Mr. Nezzar"), on behalf of himself and all others similarly situated, intends to assert the legal rights granted to him under the Private Attorneys General Act (the "Act"), as set forth in California Labor Code ("Labor Code") §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process for Command Security Services, LP ("Command Security Services") via certified mail. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Mr. Nezzar is complying with the Act's statutory notice requirements.

Factual Statement and Theories of Liability

Mr. Nezzar was employed by Command Security Services as a non-exempt hourly employee from approximately January to April 2023. Throughout his employment, Mr. Nezzar was assigned to work as a Security Officer at various locations in and/or around Northern California.

As a Security Officer, Mr. Nezzar's primary responsibilities included patrolling and monitoring the premises to detect and report any irregularities, checking surveillance equipment, assisting others at the location, staying alert for robberies, ensuring the safety of everyone at the location, removing or restraining those who pose a threat, assisting during emergencies, and contacting law enforcement when required, among other duties.

Command Security Services, LP is a California corporation that does business in California. Specifically, it is in the business of providing services in the security industry. See <https://www.commandcg.com/command-security-services.html>

Command Security Services, LP is part of the “Command Group,” a “family of companies providing full spectrum solutions related to safety, security, and intelligence.” The Command Group assists “government and private sector clients on six continents.” See <https://www.commandcg.com/>

Mr. Nezzer asserts that he and other individuals currently or formerly employed by Command Security Services in the state of California as non-exempt Security Officers and/or other similar positions engaged in similar work (collectively referred to herein as “Security Officers”), were subject to the same and/or similar policies, practices, guidelines, procedures and/or culture described herein. Mr. Nezzer further asserts that he and all other Security Officers have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Mr. Nezzer and all other current or former Security Officers who were employed by Command Security Services in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with Command Security Services that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Mr. Nezzer reserves his right to assert any and all related facts, claims and/or theories discovered after the sending of this correspondence on behalf of himself and the current or former Security Officers that he seeks to represent against Command Security Services and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of Command Security Services, as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including Command Security Services, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of Command Security Services. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.



I. Command Security Services Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001, subdiv. 4. Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001, subdiv. 20(A).

Mr. Nezzar asserts that as a policy, practice, guideline, procedure and/or culture Command Security Services does not properly compensate Security Officers for all hours worked. Mr. Nezzar contends that Command Security Services required him and other Security Officers to perform work on behalf of Command Security Services without compensation. As a policy, practice, guideline, procedure and/or culture, Command Security Services requires Security Officers to clock-in and out of their job using an application they were required to install on their personal cell phones and/or using written time sheets. Command Security required that the application be tracking Security Officers.

Security Officers were often required to work off the clock. Mr. Nezzar asserts that Command Security Services regularly called and/or texted him and other Security Officers outside of work hours without compensating them for such time responding to calls and/or texts.

As such, Mr. Nezzar and other Security Officers did not receive the minimum, overtime and/or double time compensation they are entitled to. Thus, Command Security Services regularly shaves and/or shortens Security Officers' hours worked and does not compensate its Security Officers for all time worked as required by California law.

Mr. Nezzar usually worked 8-hour shifts. Mr. Nezzar contends that as a policy, practice, guideline, procedure and/or culture, Command Security Services regularly requires Security Officers to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time. Instead, Security Guards are paid straight



time/flat hourly rate regardless of working overtime hours. Because Command Security Services failed to appropriately pay overtime and/or double time compensation to Security Officers who worked more than 8 hours per day and/or 40 hours per week, Command Security Services did not pay its Security Officers in accordance with California law.

Additionally, Mr. Nezzar alleges that Command Security Services fails to timely pay all earned wages. For instance, the paychecks Mr. Nezzar and other Security Officers receive from Command Security Services do not include compensation for all hours worked and are often late, as described herein. It was difficult to track what hours Security Officers were being paid for and at what rate. Mr. Nezzar asserts that despite notifying Command Security Services of the error, Command Security Services did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Mr. Nezzar asserts that Command Security Services engaged in conduct that violated California law by failing to compensate him and other Security Officers appropriately.

II. Command Security Services Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001

Labor Code § 512 states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.” Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee’s fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obliges employers to completely relieve its employees of all work and work-related responsibilities during the entirety of the legally required meal periods. *Id.* at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage its employees from taking uninterrupted, work-free meal periods. *Id.* An employee who is required to perform any work-related task at any point during his or her meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that a legally compliant meal period was not provided. Labor Code § 226.7; IWC Wage Order No. 4-2001, subdiv. 11(D). Premium wages under Labor



Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure and/or culture Command Security Services regularly requires Security Officers to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Security Officers, such as Mr. Nezzer, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though Security Officers often worked more than 10 hours in a day, Command Security Services failed to provide them with a second meal period of at least thirty minutes.

Mr. Nezzer asserts that the demanding work schedule assigned to Security Officers, and the requirement to remain at their posts at all times and not leave the posts unattended, did not allow time for legally compliant meal periods. Moreover, Mr. Nezzer alleges that as a policy, practice, guideline, procedure and/or culture Command Security Services does not schedule any meal periods for its Security Officers. In addition, Command Security Services failed to provide any relief for Security Officers to be able to take legally compliant breaks.

Mr. Nezzer therefore contends that Command Security Services has a policy, practice, guideline, procedure and/or culture that requires Security Officers to engage in their job duties for the entire duration of their work shift, such as monitoring the premises, remaining at the assigned posts, assisting others, responding to security calls/messages. As a result, Security Officers are not provided with legally compliant meal periods.

Mr. Nezzer asserts that on a rare occasion when he and other Security Officers are provided with a meal period, the meal periods are often late, short or interrupted. Mr. Nezzer contends that this is due in part to Command Security Services' requirement that its Security Officers be readily available to perform their work duties during meal periods and not leave their posts unattended, as described herein.

Mr. Nezzer also contends that Command Security Services requires Security Officers to carry a personal cell phone for the entire duration of their work shift, including during meal periods. Security Officers were also expected to be readily available to perform work on behalf of Command Security Services during meal periods, such as by responding to calls and/or messages. As a result, Security Officers were not provided with meal periods that were free from work or interruption.



Overall, Security Officers were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its Security Officers, Command Security Services compelled, encouraged and/or otherwise directed its Security Officers to work through their meal periods.

Mr. Nezzar further contends that Command Security Services does not have a procedure for Security Officers to document non-compliant meal periods. As a result, Command Security Services does not compensate Security Officers for non-compliant meal periods.

Based on the foregoing, Mr. Nezzar contends Command Security Services has failed to comply with its meal period obligations under California law by not providing Security Officers with legally compliant meal periods or compensation in lieu thereof.

III. Command Security Services Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001

IWC Wage Order No. 4-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off-duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy*, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Mr. Nezzar and other Security Officers employed by Command Security Services typically work more than 4 hours per workday. However, Mr. Nezzar alleges that as a policy, practice, guideline, procedure and/or culture, Command Security Services regularly fails to authorize and permit Security Officers to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Mr. Nezzar contends he and other Security Officers were denied legal rest periods largely due to Command Security Services' requirement that Security Officers are to be present at their posts, assist others at the location, respond to security calls/messages, and otherwise be readily available to perform their work duties at all times, as discussed herein. In addition, Mr. Nezzar alleges that Command Security Services fails to schedule enough Security Officers so that Mr. Nezzar



and other Security Officers could be relieved from their posts to take their meal and rest periods.

Mr. Nezzer further asserts that Command Security Services does not have a policy, practice, guideline, procedure and/or culture for Security Officers to record non-compliant rest periods and/or fails to compensate Security Officers the required rest period premium for non-compliant rest periods. Command Security Services' conduct thus constitutes a violation of California law.

IV. Command Security Services Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or her employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/her intention to quit, then the employee is entitled to his/her wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. *Id.*

Mr. Nezzer contends that Command Security Services has a policy, practice, guideline and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, Command Security Services failed to compensate Security Officers for all hours worked, failed to pay the appropriate overtime wages to Security Officers for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Security Officers for non-compliant meal and/or rest periods.

Mr. Nezzer therefore contends that Command Security Services failed to pay all wages owed to former Security Officers who separated from Command Security Services within the statutory period in violation of California law.

V. Command Security Services Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.



California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. *Id.*

Mr. Nezzer alleges that Command Security Services has a policy, practice, guideline, procedure and/or culture of failing to provide Security Officers with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Mr. Nezzer further alleges that Command Security Services also failed to provide Security Officers with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of Command Security Services' failure to account for all time worked.

Mr. Nezzer also contends that Command Security Services has a policy, practice, procedure, guideline and/or culture of failing to provide written notice to Security Officers of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages.

Accordingly, Command Security Services has failed to comply with California law.

VI. Command Security Services Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show “(1) gross wages earned, (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or his social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate...” See also IWC Wage Order No. 4-2001, subdiv. 7(A).

Command Security Services failed to comply with Labor Code § 226 because they failed to provide Mr. Nezzer and other current or former Security Officers with legally compliant wage statements. Mr. Nezzer contends that Command Security Services failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Command Security Services' failure to compensate Security Officers for all time worked,



failure to pay the appropriate overtime compensation to Security Officers for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages to Security Officers for non-compliant meal and/or rest periods, as discussed herein.

Command Security Services also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time and/or the name of the legal entity that employed the Security Officers in violation of California law.

During the statutory period, Command Security Services thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Security Officers.

VII. Command Security Services Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001

Labor Code § 1174 requires every employer to “keep a recording showing the names and addresses of all employees employed...” Labor Code § 1174 further requires “[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001, subdivs. 7, 19 and 20.

As discussed herein, Command Security Services has a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Mr. Nezzer and other Security Officers.

Additionally, Mr. Nezzer is informed and believes that Command Security Services fails to maintain a copy of all documents related to the hiring and/or employment of Security Officers, and/or fails to provide Security Officers with the opportunity to inspect or copy such documents upon request in violation of California law.

Therefore, Mr. Nezzer contends that Command Security Services failed to comply with Labor Code §§ 226 and 1174.



VIII. Command Security Services Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Mr. Nezzer asserts, based on information and belief, that Command Security Services failed to maintain a copy of all documents signed by Security Officers that relate to their hiring by and/or employment with Command Security Services, and/or failed to provide a copy of such documents to Security Officers who requested a copy thereof in violation of Labor Code § 432. Therefore, Mr. Nezzer alleges that Command Security Services has failed to comply with California law.

IX. Command Security Services Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802 and IWC Wage Order No. 4-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or her employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Mr. Nezzer asserts that as a policy, practice, guideline and/or procedure, Command Security Services requires Security Officers to wear a distinctive shirt affixed with the Command Security Services logo as a condition of their employment. In addition, Command Security Services requires its Security Officers to wear specific black shoes and black pants while working on behalf of Command Security Services. As a practice or procedure, Command Security Services neither provides Security Officers with black shoes and black pants, nor reimburses Security Officers for the cost of purchasing and/or maintaining the required uniform in violation of California law.

In addition, Security Officers are required to use their personal cell phones for work related issues, such as clocking in and out, using the tracking application that Command Security



required them to install, and responding to calls and messages. However, Command Security Services fails to reimburse Security Officers for a percentage of cell phone bill.

Moreover, Security Officers, including Mr. Nezzar, are often required to drive between various worksites during shifts using their personal vehicles. However, they are not properly reimbursed for mileage and/or gas.

Command Security Services has, therefore, failed to reimburse Mr. Nezzar and other Security Officers for necessary work expenses in violation of California law.

X. Mr. Nezzar May be Entitled to Attorneys' Fees and Costs

The Act provides that "any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Mr. Nezzar and/or another similar representative is successful in a civil action against Command Security Services, he is entitled to an award of attorneys' fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Mr. Nezzar contends that he constitutes an "aggrieved employee" as the term is defined by Labor Code § 2699(c). Mr. Nezzar alleges that the current or former Security Officers that he seeks to represent also constitute "aggrieved employees" under the statute. As discussed herein, Command Security Services violated the Labor Code and the relevant IWC Wage Order and thereby deprived Mr. Nezzar and other current or former Security Officers of their statutory rights and protections afforded to them. Mr. Nezzar has thus satisfied the prerequisites of the Act to serve as a representative of all current or former Security Officers, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of himself and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Mr. Nezzar may elect to initiate and/or amend a civil action, on behalf of himself and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with Command Security Services.



Sincerely,
Consumer & Employment Law Group

Alicja Urtnowski

R. Craig Clark
Alicja A. Urtnowski

Cc: *Via Certified Mail*

Command Security Services, LP
260 Sheridan Ave., Ste. 200
Palo Alto, CA 94306-2009

Command Security Services, LP
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste 150n
Sacramento, CA 95833



From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jeffrey Vargas](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, June 30, 2023 4:27:24 PM

6/30/2023

LWDA Case No. LWDA-CM-965619-23
Law Firm : Consumer & Employment Law Group
Plaintiff Name : Jacob Nezzar
Employer: Command Security Services, LP
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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260 Sheridan Ave., Ste. 200
260 Sheridan Ave Ste 200
Palo Alto CA 94306-2009



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X *Kevin P. ...* ☐ Agent
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CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150n
Sacramento CA 95833-3502



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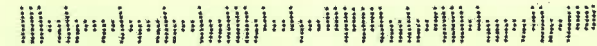
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3258 4th Ave
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