

Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Kevin Cifuentes

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
3/16/2026 9:38 AM
By: Eric Iturralde, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

KEVIN CIFUENTES, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

SOUTHWEST PATROL, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2537837

Hon. Christian Towns, Dept. S26 - SBJC

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et. seq.*

Complaint Filed: December 29, 2025

Trial: TBD

1 Plaintiff Kevin Cifuentes, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on January 8, 2026, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

1 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants employ persons within the
3 County of San Bernardino, and have violated the requirements of the California Labor Code
4 and applicable Industrial Welfare Commissions (“IWC”) Wage Order in this county which
5 give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically,
6 Defendants have violated the requirements of the California Labor Code and applicable IWC
7 Wage Order in at least one location within the County of San Bernardino, including
8 Defendants’ office in San Bernardino (473 East Carnegie Drive, Suite 266, San Bernardino,
9 California 92408). Pursuant to California Civil Code of Procedure section 393, venue is
10 proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the
11 cause, or some part of the cause, arose. Because Defendants have employees in San
12 Bernardino County and Plaintiff could bring this action to recover penalties in San Bernardino
13 County, venue is proper.

14 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
15 Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys
16 general their current or former employers for various civil penalties for violations of various
17 provisions in the California Labor Code.

18 **THE PARTIES**

19 6. Plaintiff Kevin Cifuentes is a resident of Lawndale, in Los Angeles County,
20 California. Defendants employed Plaintiff as a non-exempt, hourly paid employee from
21 approximately February 2025 to November 2025. Plaintiff worked for Defendants as a Patrol
22 Officer at their clients’ various sites in Southern California. During his employment, Plaintiff
23 typically worked ten (10) or more hours per day and five (5) days per week. Plaintiff’s
24 primary job duties included, without limitation, patrolling and monitoring clients’ premises,
25 monitoring assigned patrol accounts, and responding to security alarms.

26 7. SOUTHWEST PATROL, INC. was and is, upon information and belief, a
27 California corporation, and at all times hereinafter mentioned, an employer whose employees
28 are engaged throughout this county and the State of California.

1 8. Plaintiff is unaware of the true names or capacities of the Defendants sued
2 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
3 amend the complaint and serve such fictitiously named Defendants once their names and
4 capacities become known.

5 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
6 were the partners, agents, owners, or managers of SOUTHWEST PATROL, INC. at all
7 relevant times.

8 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
9 acts and omissions alleged herein was performed by, or is attributable to SOUTHWEST
10 PATROL, INC. and/or DOES 1 through 10 (collectively, “Defendants” or “SOUTHWEST
11 PATROL”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working
12 in concert with, each of the other co-Defendants and was acting within the course and scope of
13 such agency, employment, joint venture, or concerted activity with legal authority to act on
14 the others’ behalf. The acts of any and all Defendants were in accordance with, and represent,
15 the official policy of Defendants.

16 11. At all relevant times, Defendants, and each of them, ratified each and every act
17 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
18 and abetted the acts and omissions of each and all the other Defendants in proximately causing
19 the damages herein alleged.

20 12. Plaintiff is informed and believes, and thereon alleges, that each of said
21 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
22 omissions, occurrences, and transactions alleged herein.

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 13. Defendants provide private security services such as security guards, patrol,
25 and executive protection. Upon information and belief, Defendants maintain a single,
26 centralized Human Resources (“HR”) department at their company headquarters in Brea,
27 California, which is responsible for the recruiting and hiring of new employees, and
28 communicating and implementing Defendants’ company-wide policies, including timekeeping

1 policies and meal and rest period policies, to employees throughout California.

2 14. In particular, Plaintiff and other non-party Aggrieved Employees, on
3 information and belief, received the same standardized documents and/or written policies.
4 Upon information and belief, the usage of standardized documents and/or written policies,
5 including new-hire documents, indicate that Defendants dictated policies at the corporate level
6 and implemented them company-wide, regardless of their employees' assigned locations or
7 positions. Upon information and belief, Defendants set forth uniform policies and procedures
8 in several documents provided at an employee's time of hire.

9 15. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their company headquarters in Brea, California, which processes payroll for all
11 non-exempt and hourly paid employees working for Defendants at their various locations in
12 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
13 information and belief, Defendants issue the same formatted wage statements to all non-
14 exempt and hourly paid employees in California, irrespective of their work locations. Upon
15 information and belief, Defendants process payroll for departing employees in the same
16 manner throughout the State of California, regardless of the manner in which each employee's
17 employment ends.

18 16. Defendants continue to employ non-exempt or hourly paid employees in
19 California.

20 17. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
22 and advisors knowledgeable about California labor and wage law, employment and personnel
23 practices, and about the requirements of California law.

24 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
25 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
26 were not recorded.

27 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
2 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
3 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
4 other non-party Aggrieved Employees were not provided with all meal periods or payment of
5 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
6 uninterrupted, thirty (30) minute meal period.

7 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
10 payment of one (1) additional hour of pay at their regular rates of pay when they were not
11 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
12 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
13 provided with payment of one (1) additional hour of pay at their regular rates of pay when
14 they were not authorized and permitted to take a compliant rest period.

15 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 receive certain wages for overtime compensation and that they were not receiving certain
18 wages for overtime compensation.

19 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for work that was required to be done off-the-clock. In violation of the
23 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
24 least minimum wages for work done off-the-clock.

25 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 receive complete and accurate wage statements in accordance with California law. In
28 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees

1 were not provided complete and accurate wage statements.

2 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that they had a duty to maintain accurate and complete payroll records in
4 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
5 knowingly, and intentionally failed to do so.

6 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 timely payment of all wages earned upon termination of employment. In violation of the
9 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
10 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
11 and/or meal and rest period premiums, within permissible time periods.

12 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 timely payment of wages during their employment. In violation of the California Labor Code,
15 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
16 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
17 premiums, within permissible time periods.

18 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive full reimbursement for all business-related expenses and costs they incurred during the
21 course and scope of their employment and that they did not receive full reimbursement of
22 applicable business-related expenses and costs incurred.

23 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that they had a duty to compensate
25 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
26 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
27 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
28 that they were properly denied wages, all in order to increase Defendants' profits.

1 29. At all times herein set forth, PAGA provides that any provision of law under
2 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
3 assessed and collected by the LWDA for violations of the California Labor Code and
4 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
5 civil action brought on behalf of themselves and other current or former employees pursuant
6 to procedures outlined in California Labor Code section 2699.3.

7 30. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
8 “any person who was employed by the alleged violator and personally suffered each of the
9 violations alleged.”

10 31. Plaintiff and other current and former employees of Defendants are “aggrieved
11 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
12 current or former employees and each of the alleged violations were committed against them.

13 32. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
14 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
15 following requirements have been met:

- 16 (a) The aggrieved employee shall give written notice by online filing
17 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
18 to the employer of the specific provisions of the California Labor Code
19 alleged to have been violated, including the facts and theories to support
20 the alleged violations.
- 21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
22 2699.3(a) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).
- 24 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar
27 days of the postmark date of the Employee’s Notice. Upon receipt of
28 the LWDA Notice, or if the LWDA Notice is not provided within sixty-

1 five (65) calendar days of the postmark date of the Employee's Notice,
2 the aggrieved employee may commence a civil action pursuant to
3 California Labor Code section 2699 to recover civil penalties in addition
4 to any other penalties to which the employee may be entitled.

5 33. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
6 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
7 provision other than those listed in Section 2699.5 after the following requirements have been
8 met:

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing to the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated (other than those listed in Section 2699.5), including the facts
13 and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice. The employer shall
19 give written notice by certified mail within that period of time to the
20 aggrieved employee or representative and the agency if the alleged
21 violation is cured, including a description of actions taken, and no civil
22 action pursuant to Section 2699 may commence. If the alleged violation
23 is not cured within the 33-day period, the employee may commence a
24 civil action pursuant to Section 2699.

25 34. On January 8, 2026, Plaintiff provided written notice by online filing to the
26 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
27 Code alleged to have been violated, including facts and theories to support the alleged
28 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written

1 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
2 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
3 Plaintiff PAGA Case Number LWDA-CM-1148608-26. A true and correct copy of Plaintiff's
4 written notice to the LWDA and Defendants dated December 9, 2025, is attached hereto as
5 "Exhibit 1."

6 35. As of the filing date of this amended complaint, over 65 days have passed since
7 Plaintiff sent the written notice described above, and the LWDA has not responded that it
8 intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

9 36. Thus, Plaintiff has satisfied the administrative prerequisites under California
10 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
11 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
12 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

13 37. Labor Code section 558(a) provides "[a]ny employer or other person acting on
14 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
15 provision regulating hours and days of work in any order of the Industrial Welfare
16 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
17 dollars (\$50) for each underpaid employee for each pay period for which the employee was
18 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was underpaid" Labor
20 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
21 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
22 as a private attorney general, seeks assessment and collection of civil penalties under Labor
23 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
24 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
25 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
26 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
27 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
28 applicable IWC Wage Order.

38. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth above.

39. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

40. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

42. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

43. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff

1 and other non-party Aggrieved Employees with meal periods, as set
2 forth below;

3 (b) Violation of Labor Code sections 226.7, 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to authorize and
5 permit Plaintiff and other non-party Aggrieved Employees to take rest
6 periods, as set forth below;

7 (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC
8 Wage Order for Defendants' failure to compensate Plaintiff and other
9 non-party Aggrieved Employees with all required overtime pay, as set
10 forth below;

11 (d) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
12 the applicable IWC Wage Order for Defendants' failure to compensate
13 Plaintiff and other non-party Aggrieved Employees with at least
14 minimum wages for all hours worked, as set forth below;

15 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
16 IWC Wage Order for failure to provide accurate and complete wage
17 statements to Plaintiff and other non-party Aggrieved Employees, as set
18 forth below;

19 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
20 IWC Wage Order for failure to maintain payroll records, as set forth
21 below;

22 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
23 earned wages upon termination, as set forth below;

24 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
25 during employment, as set forth below; and

26 (i) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
27 and other non-party Aggrieved Employees for all business expenses
28 necessarily incurred, as set forth below.

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

44. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

45. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

46. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

47. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

48. Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141

1 (2019).

2 49. First, during the relevant period, on information and belief, Defendants had,
3 and continue to have, company-wide policies and/or practices of understaffing their jobsites
4 while assigning heavy workloads, including providing continuous jobsite monitoring and/or
5 handling time-sensitive tasks, such as responding to alarms. Defendants' policies and/or
6 practices resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees
7 with adequate meal period coverage, and thus, Plaintiff and other non-party Aggrieved
8 Employees were not always afforded uninterrupted 30-minute meal periods during shifts when
9 they were entitled to receive a meal period. Also, Defendants systematically, and on a
10 company-wide basis, understaffed some of their jobsite locations by adopting a single-staffing
11 model, whereby only one (1) employee was scheduled to work at certain times, thereby failing
12 to provide adequate meal period coverage to permit those employees to take compliant meal
13 periods. Defendants also had a practice of failing to adhere to a schedule for meal periods,
14 which further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of
15 their duties for compliant meal periods.

16 50. As a result, Plaintiff and other non-party Aggrieved Employees had to work
17 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
18 extended periods of time before taking meal periods. For example, Plaintiff sometimes
19 worked through his meal periods or took them late, after the fifth hour of work, due to the lack
20 of coverage and time-sensitive duties, such as having to respond to a triggered alarm within
21 two (2) hours. Moreover, Defendants had, and continue to have, a policy and/or practice of
22 requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to
23 company-issued radios at all times, including during meal periods. As a result, Defendants'
24 management contacted Plaintiff and other non-party Aggrieved Employees on their company-
25 issued radios during meal periods to discuss work-related matters. Thus, Plaintiff and other
26 non-party Aggrieved Employees missed meal periods, had them interrupted, and/or took them
27 late in order to handle their workloads.

28 51. Second, because Defendants frowned upon employees accruing meal period

1 premiums, Defendants’ management pressured employees to record compliant meal periods,
2 regardless of whether they had received a compliant meal period or not, in order to strictly
3 limit the meal period premiums that would need to be paid by Defendants. For example,
4 Plaintiff was required to record that he had received compliant meal periods on shifts when he
5 had not, in fact, received these timely, uninterrupted meal periods. Thus, Defendants
6 systematically failed to accurately record all meal periods.

7 52. Third, during the relevant time period, Defendants maintained and implemented
8 a company-wide on-premises meal period policy for employees, which mandated that Plaintiff
9 and other non-party Aggrieved Employees remain on the work premises during the meal
10 periods. As stated in Defendants’ “On-Duty Meal Period Agreement,” (*see infra*) “When the
11 nature of the work performed by the employees on each shift prevents the employee from
12 being relieved of all duty and/or permitted to leave the premises, paid, on-duty meal periods
13 will be provided.” Because Plaintiff and other non-party Aggrieved Employees were
14 restricted from leaving the work premises during meal periods, they were denied the ability to
15 use their meal periods freely for their own purposes. Thus, Defendants effectively maintained
16 control over Plaintiff and other non-party Aggrieved Employees during meal periods.

17 53. Fourth, Defendants took the position that the nature of work performed by
18 Plaintiff and other non-party Aggrieved Employees called for “on-duty” meal periods and on
19 that basis, did not provide off-duty meal periods and did not pay Plaintiff and other non-party
20 Aggrieved Employees all meal period premiums for non-compliant meal periods. However,
21 Defendants’ use of an “on-duty” meal period policy is and was unlawful. Under California
22 law, an on-duty meal period agreement does not absolve employers of the duty to provide
23 timely, 30-minute meal periods.¹ Moreover, under California law, “on-duty” meal periods are

24 ¹ Employers must provide employees a timely 30-minute meal period even though that meal
25 period may be on-duty instead of off-duty. *See L’Chaim*, 38 Cal. App. 5th at 149 (“If an
26 employee is entitled to an off-duty meal period of 30 minutes, yet work obligations intrude on
27 a portion of that time, the off-duty period is converted to an on-duty period—no matter how
28 small the portion of the period that work intruded upon—and the employee is paid for the
entire period. There is no suggestion that once work interrupts an employee’s meal period, the
period simply ends even if 30 minutes have not yet passed.”) and 147 (“[A]n on-duty meal
period is not the functional equivalent of no meal period at all. On-duty meal periods are an

1 a limited alternative to the requirement to provide off-duty meal periods and can only be
2 utilized under certain circumstances. IWC Wage Order 4-2001, subdivision 11(A) provides
3 that an “on duty” meal period “shall be permitted only when the nature of the work prevents
4 an employee from being relieved of all duty and when by written agreement between the
5 parties an on-the-job paid meal period is agreed to.”

6 54. Defendants’ “on-duty” meal period policy results from the company’s own
7 staffing and business decisions, not because the nature of the work required on-duty meal
8 periods. There were multiple employees employed by Defendants at Plaintiff’s and other non-
9 party Aggrieved Employees’ jobsite locations and Defendants’ clients’ jobsites are not in
10 remote or isolated areas. Defendants could have provided rover meal period coverage for
11 Plaintiff and other non-party Aggrieved Employees or staffed more employees at their
12 jobsites, but chose not to do so. Further, the work of Defendants’ employees is not of the kind
13 that could be said to meet the “nature of the work” exception. Plaintiff and other non-party
14 Aggrieved Employees were responsible for patrolling premises and responding to alarms.
15 None of these tasks are akin to the kind that the California Division of Labor Standards
16 Enforcement (“DLSE”) has found warrant an “on-duty” meal period, such as transporting
17 hazardous materials via vehicles that must be monitored at all times pursuant to federal
18 regulation. Therefore, Defendants’ use of an “on-duty” meal period agreement is improper
19 and unlawful. Because of Defendants’ company-wide “on-duty” meal period policy, Plaintiff
20 and other non-party Aggrieved Employees did not receive all required off-duty meal periods
21 and did not receive premium pay for missed, late, or interrupted meal periods.

22 55. Fifth, Defendants did not provide Plaintiff and other non-party Aggrieved
23 Employees with second 30-minute meal periods on days that they worked in excess of 10
24 hours in one day. For example, on days where Plaintiff worked in excess of 10 hours in one
25 day, he was not provided with a second meal period. Plaintiff and other non-party Aggrieved
26 Employees did not sign valid meal period waivers on days that they were entitled to meal
27

28 _____
intermediate category requiring more of employees than off-duty meal periods but less of
employees than their normal work.”).

1 periods and were not relieved of all duties.

2 56. Sixth, Defendants had a company-wide policy of requiring all newly hired
3 employees to sign blanket meal period waivers. Defendants took the position that non-
4 exempt, hourly paid employees had waived their rights to first and/or second meal periods for
5 the entirety of their employment and, on that basis, did not provide them with all meal periods
6 to which they were entitled. Further, Defendants' "Meal Period Waiver" form requires
7 employees to provide written notice should they wish to revoke the waiver. Defendants'
8 presumption that meal periods would not be provided for shifts in excess of five (5) hours but
9 less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12)
10 hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on
11 employees to revoke the waivers in writing, discouraged and impeded Plaintiff and other non-
12 party Aggrieved Employees from taking all meal periods to which they were entitled.

13 57. Furthermore, an employer's obligation to provide a meal period is only
14 "triggered" when the employer "employs an employee for a work period of more than five
15 hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits
16 anyone to work for a full five hours, its meal break obligation is triggered.").

17 [A]fter the meal break obligation is triggered . . . an employer is
18 put to a choice: it must (1) afford an off-duty meal period; (2)
19 consent to a mutually agreed-upon waiver if one hour or less will
20 end the shift; or (3) obtain written agreement to an on-duty meal
period if circumstances permit. Failure to do one of these will
render the employer liable for premium pay.

21 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
22 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
23 simultaneously at or near their time of hire (as opposed to on a specific work day) renders
24 them invalid and unenforceable, because Defendants' obligation to provide Plaintiff and other
25 non-party Aggrieved Employees with meal periods did not arise until they had employed them
26 for a full five (5) hours.

27 58. At all times herein mentioned, Defendants knew or should have known that, as
28 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented

1 from being relieved of all duties and were required to perform some of their assigned duties
2 during meal periods. Defendants further knew or should have known that Defendants did not
3 pay Plaintiff and other non-party Aggrieved Employees all meal period premiums when meal
4 periods were late, interrupted, shortened, and/or missed.

5 59. Furthermore, Defendants engaged in a company-wide practice and/or policy of
6 not paying meal period premiums owed when compliant meal periods are not provided.
7 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
8 have not received premium pay for all missed, late, and interrupted meal periods. As a result,
9 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
10 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
11 to pay the full meal period premiums due.

12 60. Defendants' conduct violates the applicable IWC Wage Order, and California
13 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
14 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
15 558 and/or 2699(a), (f), and (k).

16 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

18 61. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
20 non-party Aggrieved Employees' employment by Defendants.

21 62. At all relevant times, the applicable IWC Wage Order provides that "[e]very
22 employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period" and that the "rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half
26 (3 ½) hours.

27 63. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to authorize and permit rest
2 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
3 employer must “relinquish any control over how employees spend their break time , and
4 relieve their employees of all duties—including the obligation that an employee remain on
5 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
6 *Inc.*, 2 Cal. 5th 257, 273 (2016).

7 64. During the relevant time period, Defendants regularly failed to authorize and
8 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
9 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
10 Defendants’ policies and/or practices, including understaffing/single-staffing, assigning heavy
11 workloads, and requiring that employees carry a company-issued radio at all times, including
12 during rest periods, prevented Plaintiff and other non-party Aggrieved Employees from being
13 relieved of all duty in order to take compliant rest periods. Defendants also failed to adhere to
14 a schedule for rest periods, which, coupled with Defendants’ failure to provide adequate rest
15 period coverage, further led to Plaintiff and other non-party Aggrieved Employees not being
16 authorized and permitted to take rest periods.

17 65. Furthermore, Defendants maintained and implemented a company-wide on-
18 premises rest period policy, which mandated that Plaintiff and other non-party Aggrieved
19 Employees remain on the work premises during their rest periods. Because Plaintiff and other
20 non-party Aggrieved Employees were restricted from leaving the premises during rest periods,
21 they were denied the ability to use their rest periods freely for their own purposes, such as
22 running personal errands. Thus, Defendants maintained control over Plaintiff and other non-
23 party Aggrieved Employees during rest periods.

24 66. As a result of Defendants’ practices and policies, Plaintiff and other non-party
25 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
26 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
27 For example, Plaintiff had to forgo some of his rest periods or had them interrupted due to the
28 lack of coverage and heavy workload.

1 67. Defendants have also engaged in a company-wide practice and/or policy of not
2 paying rest period premiums owed when compliant rest periods are not authorized and
3 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
4 Employees have not received premium pay for all missed rest periods. As a result,
5 Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed
6 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
7 the applicable IWC Wage Order.

8 68. Defendants' conduct violates the applicable IWC Wage Order and California
9 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
10 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
11 558 and/or 2699(a), (f), and (k).

12 **FAILURE TO PAY OVERTIME**

13 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

14 69. Labor Code section 1198 makes it illegal to employ an employee under
15 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
16 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
17 shall be the ... standard conditions of labor for employees. The employment of any employee
18 ... under conditions of labor prohibited by the order is unlawful."

19 70. California Labor Code section 1198 and the applicable IWC Wage Order
20 provide that it is unlawful to employ persons without compensating them at a rate of pay
21 either time-and-one-half or two-times that person's regular rate of pay, depending on the
22 number of hours worked by the person on a daily or weekly basis.

23 71. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
25 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
26 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
27 (40) hours in a workweek.

28 72. The applicable IWC Wage Order further provides that Defendants are and were

1 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
2 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
3 An employee's regular rate of pay includes all remuneration for employment paid to, or on
4 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

5 73. California Labor Code section 510 codifies the right to overtime compensation
6 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
7 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
8 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
9 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
10 in a day on the seventh (7th) day of work.

11 74. During the relevant time period, Defendants willfully failed to pay all overtime
12 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
13 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
14 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
15 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
16 not recorded.

17 75. First, during the relevant time period, Defendants had, and continue to have, a
18 company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
19 Employees to perform work off-the-clock outside of their scheduled shifts. For example,
20 Defendants' management contacted Plaintiff and other non-party Aggrieved Employees
21 outside of their shifts via phone calls and text messages to discuss work-related issues, such as
22 reports Plaintiff and other non-party Aggrieved Employees submitted at the end of their shifts.
23 Further, Plaintiff and other non-party Aggrieved Employees were required to monitor the
24 employee group chat messages and respond to anything that pertained to them. Plaintiff
25 estimates spending approximately 10 minutes per week reviewing and responding to these
26 messages. Thus, Defendants failed to track all of the time that employees spent performing
27 work-related tasks outside of their shifts, and Plaintiff and other non-party Aggrieved
28 Employees received no compensation for this time.

1 76. Second, as set forth above, Defendants' company-wide policies and/or practices
2 of understaffing and/or single-staffing their jobsite locations while assigning heavy
3 workloads, including providing continuous jobsite monitoring and/or handling time-sensitive
4 tasks, resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees with
5 adequate meal period coverage, and thus, Plaintiff and other non-party Aggrieved Employees
6 were not always afforded uninterrupted 30-minute meal periods during shifts when they were
7 entitled to receive a meal period. Moreover, as also stated, Defendants had a practice of
8 failing to adhere to a schedule for meal periods, which further caused Plaintiff and other non-
9 party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

10 77. Third, as also stated, Defendants had, and continue to have, a company-wide
11 policy and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees
12 respond to communications on their company-issued radios, including during meal periods.
13 For example, as stated, Plaintiff worked through his meal periods due to the lack of coverage
14 and time-sensitive tasks he needed to complete, such as responding to a triggered alarm within
15 two (2) hours. As another example, Defendants' management interrupted Plaintiff's meal
16 periods by calling him to discuss work-related issues. Thus, Plaintiff and other non-party
17 Aggrieved Employees worked through their meal periods and/or had their meal periods
18 interrupted in order to complete their assigned workloads.

19 78. Fourth, as stated, Defendants maintained and implemented an on-premises meal
20 period policy, which mandated that Plaintiff and other non-party Aggrieved Employees
21 remain on the work premises during their meal periods. Because Plaintiff and other non-party
22 Aggrieved Employees were restricted from leaving the premises during meal periods, they
23 were denied the ability to use their meal periods freely for their own purposes, such as running
24 personal errands. Thus, Defendants effectively maintained control over Plaintiff and other
25 non-party Aggrieved Employees during unpaid meal periods.

26 79. Fifth, as stated above, on information and belief, Defendants' management
27 pressured Plaintiff and other non-party Aggrieved Employees to clock out for meal periods
28 regardless of whether they had received a compliant meal period or not. Thus, Defendants did

1 not record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
2 Employees performed work during meal periods for which they were not paid.

3 80. Defendants knew or should have known that as a result of these company-wide
4 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
5 their assigned duties off-the-clock outside of their shifts and during meal periods, and were
6 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
7 other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day, or forty
8 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
9 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
10 wages for all of the overtime hours they actually worked.

11 81. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
12 the balance of overtime compensation as required by California law, violates the provisions of
13 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
14 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
15 558 and/or 2699(a), (f), and (k).

16 **FAILURE TO PAY MINIMUM WAGES**

17 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

18 82. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
19 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
20 to be paid to employees, and the payment of a wage less than the minimum so fixed is
21 unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time
22 during which an employee is subject to the control of an employer, and includes all the time
23 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
24 Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

25 83. As set forth above, during the relevant time period, Defendants had a company-
26 wide policy and/or practice requiring Plaintiff and other non-party Aggrieved Employees to
27 perform work-related tasks while off-the-clock outside of their scheduled shifts, including
28 communicating with Defendants' management and co-workers via phone calls, text messages,

1 and group chat messages to discuss work-related matters. Defendants failed to track this time
2 Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and Plaintiff
3 and other non-party Aggrieved Employees received no compensation for this time.

4 84. Further, as also stated, due to Defendants' policies and/or practices of
5 understaffing and/or single-staffing their jobsites while assigning heavy workloads, failing to
6 adhere to a schedule for meal periods, requiring employees to remain on the jobsite premises
7 during meal periods, requiring employees to respond to radio communications during meal
8 periods, and subsequent lack of meal period coverage, Plaintiff and other non-party Aggrieved
9 Employees were impeded from taking all uninterrupted meal periods to which they were
10 entitled and were required to work off-the-clock during meal periods, have their meal periods
11 interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.
12 Additionally, as stated, Defendants pressured Plaintiff and other non-party Aggrieved
13 Employees to clock out for meal periods to reflect compliant meal periods, even when meal
14 periods were missed, short, and/or interrupted. Thus, Defendants systematically failed to pay
15 Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid
16 meal periods because these hours were not always correctly recorded.

17 85. Defendants did not pay minimum wages for all hours worked by Plaintiff and
18 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
19 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
20 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
21 1194, 1197, and 1198.

22 86. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
23 minimum wages as required by California law, violates California Labor Code sections
24 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are
25 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
26 (k).

27 //

28 //

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS
VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

87. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

88. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

89. Because Defendants did not accurately record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

90. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period

1 for which employees were paid; failing to list the name of the employee and only the last four
2 digits of his or her social security number or an employee identification number other than a
3 social security number; failing to list the name and address of the legal entity that is the
4 employer; and/or failing to state all hours worked as a result of not recording or stating hours
5 worked off-the-clock.

6 91. California Labor Code section 1174(d) provides that “[e]very person employing
7 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
8 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
11 applicable piece rate paid to, employees employed at the respective plants or
12 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
13 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
14 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
15 as a result of failing to record the off-the-clock hours that they worked.

16 92. California Labor Code section 1198 provides that the maximum hours of work
17 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
18 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
19 employment of any employees for longer hours than those fixed by the order or under
20 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
21 Wage Order, employers are required to keep accurate time records showing when the
22 employee begins and ends each work period and meal period. During the relevant time
23 period, Defendants engaged in company-wide practices and/or policies of failing to record
24 actual hours worked, and thereby failed to keep accurate records of meal period start and end
25 times for Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.
26 Also, in light of Defendants’ failure to provide Plaintiff and other non-party Aggrieved
27 Employees with second 30-minute meal periods to which they were entitled, Defendants kept
28 no records of meal start and end times for second meal periods.

1 93. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
2 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
3 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

4 **FAILURE TO PAY WAGES UPON TERMINATION**

5 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

6 94. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
7 that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
9 her employment, his or her wages shall become due and payable not later than seventy-two
10 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
11 his or her intention to quit, in which case the employee is entitled to his or her wages at the
12 time of quitting.

13 95. On information and belief, Defendants have a company-wide practice and/or
14 policy of paying departing employees their final wages late, instead of adhering to the time
15 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
16 terminated Plaintiff on or about November 2, 2025; however, on information and belief,
17 Defendants did not provide Plaintiff with his final wages until the following day. Thus,
18 Defendants failed to pay Plaintiff his final wages immediately, in violation of California
19 Labor Code section 201.

20 96. Additionally, Defendants willfully failed to pay Plaintiff and other non-party
21 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid
22 wages set forth above, including but not limited to, overtime wages, minimum wages, and/or
23 meal and rest period premiums, either at the time of discharge, or within seventy-two (72)
24 hours of their leaving Defendants' employ.

25 97. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
26 who are no longer employed by Defendants their wages earned and unpaid at the time of
27 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
28 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are

1 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
2 2699(a), (f), and (k).

3 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

4 **VIOLATION OF LABOR CODE SECTION 204**

5 98. At all times relevant herein set forth, Labor Code section 204 provides that all
6 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
7 days, inclusive, of any calendar month, other than those wages due upon termination of an
8 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
9 the month during which the labor was performed. Labor Code section 204 further provides
10 that all wages earned by any person in any employment between the sixteenth (16th) and the
11 last day, inclusive, of any calendar month, other than those wages due upon termination of an
12 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
13 month.

14 99. At all times relevant herein, Labor Code section 204 provides that all wages
15 earned for labor in excess of the normal work period shall be paid no later than the payday for
16 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
17 204 provides that the requirements of this section are deemed satisfied by the payment of
18 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
19 seven (7) calendar days following the close of the payroll period.

20 100. During the relevant time period, Defendants willfully failed to pay Plaintiff and
21 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
22 wages, minimum wages, and/or meal and rest period premiums, within the time periods
23 specified by California Labor Code section 204.

24 101. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
25 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
26 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
27 210 and/or 2699(a), (f), and (k).

28 //

1 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 102. At all times herein set forth, California Labor Code section 2802 provides that
4 an employer must reimburse employees for all necessary expenditures and losses incurred by
5 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
6 to prevent employers from passing off their cost of doing business and operating expenses on
7 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
8 (2014). The applicable wage order, IWC Wage Order No. 4-2001 provides that: “[w]hen
9 uniforms are required by the employer to be worn by the employee as a condition of
10 employment, such uniforms shall be provided and maintained by the employer.”

11 103. During the relevant time period, Defendants required Plaintiff and other non-
12 party Aggrieved Employees to wear uniforms bearing the “Southwest Patrol” company logo,
13 including uniform shirts. However, Defendants did not provide their employees with
14 sufficient uniforms to wear for their shifts throughout the week. For example, Defendants
15 only provided Plaintiff and other non-party Aggrieved Employees with three (3) shirts at the
16 time of hire. Because Defendants failed to provide their employees with an adequate number
17 of uniforms in relation to their scheduled shifts, Plaintiff and other non-party Aggrieved
18 Employees were required to wash their uniform items more frequently than other clothing,
19 thus incurring additional laundry expenses for the upkeep of their uniforms. Plaintiff was
20 required to spend approximately \$6 per week on additional laundry expenses for the upkeep of
21 his uniform shirts. Thus, Defendants failed to maintain uniforms they required Plaintiff and
22 other non-party Aggrieved Employees to wear during their shifts and forced them to incur the
23 cost of maintaining employee uniforms.

24 104. Defendants could have provided Plaintiff and other non-party Aggrieved
25 Employees with an adequate number of uniform items or access to laundering services; or,
26 Defendants could have reimbursed employees for laundering expenses or provided a uniform
27 maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff and
28 other non-party Aggrieved Employees.

105. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 2802.

106. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

1 5. For attorneys' fees and costs pursuant to California Labor Code section
2 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
3 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
4 1197, 1198, and 2802;

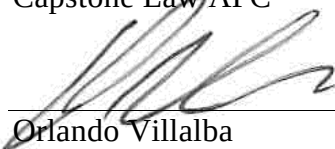
5 6. For pre-judgment and post-judgment interest as provided by law; and

6 7. For such other and further relief as the Court may deem equitable and
7 appropriate.
8

9 Dated: March 16, 2026

Respectfully submitted,

Capstone Law APC

11 By: 
12 _____

Orlando Villalba
Helga Hakimi

Attorneys for Plaintiff Kevin Cifuentes

EXHIBIT “1”



1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

March 5, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Oscar Lopez v. Southwest Patrol, Inc.*

Dear PAGA Administrator:

This office represents Oscar Lopez in connection with his claims under the California Labor Code. Mr. Lopez was an employee of SOUTHWEST PATROL, INC. ("SOUTHWEST PATROL").

The employer may be contacted directly at the address below:

SOUTHWEST PATROL, INC.
1800 E LAMBERT RD, #155
BREA, CA 92821

Mr. Lopez intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Lopez seeks relief on behalf of himself, the State of California, and other persons who are or were employed by SOUTHWEST PATROL as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SOUTHWEST PATROL employed Mr. Lopez as an hourly paid, non-exempt employee from approximately February 2025 to November 2025. Mr. Lopez worked for SOUTHWEST PATROL as a Patrol Officer at its clients' various sites in Southern California. During his employment, Mr. Lopez typically ten (10) hours or more per day and five (5) days per week. By the end of his employment, Mr. Lopez was compensated approximately \$23.25 per hour. His job duties included, without limitation, patrolling and monitoring clients' premises, monitoring assigned patrol accounts, and responding to security alarms.

SOUTHWEST PATROL committed each of the following Labor Code violations against Mr. Lopez, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

SOUTHWEST PATROL’s Company-Wide and Uniform Payroll and HR Practices

SOUTHWEST PATROL SECURITY, INC. is a California corporation that provides private security services such as security guards, patrol, and executive protection. Upon information and belief, SOUTHWEST PATROL maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Brea, California, for all non-exempt, hourly paid employees working for SOUTHWEST PATROL in California, including Mr. Lopez and other aggrieved employees. At all relevant times, SOUTHWEST PATROL issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Lopez and other aggrieved employees, regardless of their location or position.

Upon information and belief, SOUTHWEST PATROL maintains a centralized Payroll department at its corporate headquarters in Brea, California, which processes payroll for all non-exempt, hourly paid employees working for SOUTHWEST PATROL in California, including Mr. Lopez and other aggrieved employees. Further, SOUTHWEST PATROL issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Lopez and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, SOUTHWEST PATROL utilized the same methods and formulas when calculating wages due to Mr. Lopez and other aggrieved employees in California.

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the

¹ These facts, theories, and claims are based on Mr. Lopez’s experience and counsel’s review of those records currently available relating to Mr. Lopez’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Lopez reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

total hours worked is no more than twelve (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.

Under California law, an employer cannot evade meal period requirements via the use of “on-duty” meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L’Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, during the relevant period, on information and belief, SOUTHWEST PATROL had, and continues to have, company-wide policies and/or practices of understaffing its jobsites while assigning heavy workloads, including providing continuous jobsite monitoring and/or handling time-sensitive tasks, such as responding to alarms. SOUTHWEST PATROL’s policies and/or practices resulted in a failure to provide Mr. Lopez and other aggrieved employees with adequate meal period coverage, and thus, Mr. Lopez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, SOUTHWEST PATROL systematically, and on a company-wide basis, understaffed some of its jobsite locations by adopting a single-staffing model, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods.

Moreover, SOUTHWEST PATROL had practices of failing to schedule and/or adhere to a schedule for meal periods, which further caused Mr. Lopez and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Lopez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Lopez had to cut his meal period short approximately three (3) times per week because he was required to respond to an alarm within the requisite timeframe.

Second, because SOUTHWEST PATROL frowned upon employees accruing meal period premiums, SOUTHWEST PATROL’s management pressured employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SOUTHWEST PATROL. For example, Mr. Lopez was required to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely, uninterrupted meal periods. Thus, SOUTHWEST PATROL systematically failed to accurately record all meal periods.

Third, on information and belief, during the relevant time period, SOUTHWEST PATROL maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Mr. Lopez and other aggrieved employees remain on the work premises during the meal periods. As stated in SOUTHWEST PATROL’s “On-Duty Meal Period Agreement,” (*see infra*) “When the nature of the work performed by the employees on each shift prevents the employee from being relieved of all duty and/or permitted to leave the premises, paid, on-duty meal periods will be provided.” Because Mr. Lopez and other aggrieved employees were restricted from leaving the work premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Further, SOUTHWEST PATROL had, and continues to have, a policy and/or practice of requiring that Mr. Lopez and other aggrieved employees carry and respond to company-issued radios and/or their personal cellular phones at all times, including during meal

periods. As a result, SOUTHWEST PATROL's management contacted Mr. Lopez and other aggrieved employees on their company-issued radios and/or personal cellphones during meal periods to discuss work-related matters. Thus, SOUTHWEST PATROL effectively maintained control over Mr. Lopez and other aggrieved employees during meal periods.

Fourth, on information and belief, SOUTHWEST PATROL took the position that the nature of work performed by Mr. Lopez and other aggrieved employees called for "on-duty" meal periods and on that basis, did not provide off-duty meal periods and did not pay Mr. Lopez and other aggrieved employees all meal period premiums for non-compliant meal periods. However, SOUTHWEST PATROL's use of an "on-duty" meal period policy is and was unlawful. Under California law, an on-duty meal period agreement does not absolve employers of the duty to provide timely, 30-minute meal periods.² Moreover, under California law, "on-duty" meal periods are a limited alternative to the requirement to provide off-duty meal periods and can only be utilized under certain circumstances. IWC Wage Order 4-2001, subdivision 11(A) provides that an "on duty" meal period "shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to."

SOUTHWEST PATROL's "on-duty" meal period policy results from the company's own staffing and business decisions, not because the nature of the work required on-duty meal periods. There were multiple employees employed by SOUTHWEST PATROL at Mr. Lopez's and other aggrieved employees' jobsite locations and SOUTHWEST PATROL's clients' jobsites are not in remote or isolated areas. SOUTHWEST PATROL could have provided rover meal period coverage for Mr. Lopez and other aggrieved employees or staffed more employees at its jobsites, but chose not to do so. Further, the work of SOUTHWEST PATROL's employees is not of the kind that could be said to meet the "nature of the work" exception. Mr. Lopez and other aggrieved employees were responsible for patrolling premises and responding to alarms. None of these tasks are akin to the kind that the California Division of Labor Standards Enforcement ("DLSE") has found warrant an "on-duty" meal period, such as transporting hazardous materials via vehicles that must be monitored at all times pursuant to federal regulation. Therefore, SOUTHWEST PATROL's use of an "on-duty" meal period agreement is improper and unlawful. Because of SOUTHWEST PATROL's company-wide "on-duty" meal period policy, Mr. Lopez and other aggrieved employees did not receive all required off-duty meal periods and did not receive premium pay for missed, late, or interrupted meal periods.

Fifth, SOUTHWEST PATROL did not provide Mr. Lopez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, on days where Mr. Lopez worked in excess of 10 hours in one day, he was not provided

² Employers must provide employees a timely 30-minute meal period even though that meal period may be on-duty instead of off-duty. See *L'Chaim*, 38 Cal. App. 5th at 149 ("If an employee is entitled to an off-duty meal period of 30 minutes, yet work obligations intrude on a portion of that time, the off-duty period is converted to an on-duty period—no matter how small the portion of the period that work intruded upon—and the employee is paid for the entire period. There is no suggestion that once work interrupts an employee's meal period, the period simply ends even if 30 minutes have not yet passed.") and 147 ("[A]n on-duty meal period is not the functional equivalent of no meal period at all. On-duty meal periods are an intermediate category requiring more of employees than off-duty meal periods but less of employees than their normal work.").

with a second meal period. Mr. Lopez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Sixth, on information and belief, SOUTHWEST PATROL had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers. SOUTHWEST PATROL took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, SOUTHWEST PATROL's "Meal Period Waiver" form requires employees to provide written notice should they wish to revoke the waiver. SOUTHWEST PATROL's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Lopez and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That SOUTHWEST PATROL required Mr. Lopez and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because SOUTHWEST PATROL's obligation to provide Mr. Lopez and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, SOUTHWEST PATROL knew or should have known that, as a result of these policies, Mr. Lopez and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. SOUTHWEST PATROL further knew or should have known that SOUTHWEST PATROL did not pay Mr. Lopez and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, SOUTHWEST PATROL engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Lopez and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SOUTHWEST PATROL failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with the applicable IWC Wage Order and

Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SOUTHWEST PATROL regularly failed to authorize and permit Mr. Lopez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SOUTHWEST PATROL's policies and/or practices, including understaffing/single-staffing, assigning heavy workloads, and requiring that employees carry a company-issued radio and/or personal cellular phone at all times, including during rest periods, prevented Mr. Lopez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. SOUTHWEST PATROL also failed to schedule and/or adhere to a schedule for rest periods, which, coupled with SOUTHWEST PATROL's failure to provide adequate rest period coverage, further led to Mr. Lopez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, SOUTHWEST PATROL maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Lopez and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Lopez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SOUTHWEST PATROL maintained control over Mr. Lopez and other aggrieved employees during rest periods.

As a result of SOUTHWEST PATROL's practices and policies, Mr. Lopez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Lopez had to forgo some of his rest periods or had them interrupted due to the lack of coverage and heavy workload.

SOUTHWEST PATROL also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because

of this practice and/or policy, Mr. Lopez and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SOUTHWEST PATROL failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

SOUTHWEST PATROL willfully failed to pay all overtime wages owed to Mr. Lopez and other aggrieved employees. During the relevant time period, Mr. Lopez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, SOUTHWEST PATROL had, and continues to have, a company-wide policy and/or practice of requiring Mr. Lopez and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts. For example, Mr. Lopez regularly spent up to 15 minutes after clocking out from his shifts writing and sending emails regarding security alarms that were triggered during his shift; Mr. Lopez documented what time the security alarm sounded, when he responded to it, what occurred during the incident, etc. Further, Mr. Lopez and other aggrieved employees were required to monitor employee group chat messages and respond to anything that pertained to them. Mr. Lopez estimates spending approximately 30 to 60 minutes per week reviewing and responding to these messages. Thus, SOUTHWEST PATROL failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Lopez and other aggrieved employees received no compensation for this time.

Second, as set forth above, SOUTHWEST PATROL's company-wide policies and/or practices of understaffing and/or single-staffing its jobsite locations while assigning heavy workloads, including providing continuous jobsite monitoring and/or handling time-sensitive tasks, resulted in a failure to provide Mr. Lopez and other aggrieved employees with adequate meal period coverage, and thus, Mr. Lopez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, SOUTHWEST PATROL had practices of failing to schedule and/or adhere to a schedule for meal periods, which further caused Mr. Lopez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Third, as stated, on information and belief, SOUTHWEST PATROL maintained and implemented an on-premises meal period policy, which mandated that Mr. Lopez and other aggrieved employees remain on the work premises during their meal periods. Because Mr. Lopez and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, SOUTHWEST PATROL effectively maintained control over Mr. Lopez and other aggrieved employees during unpaid meal periods.

Fourth, as also stated, SOUTHWEST PATROL had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Lopez and other aggrieved employees respond to communications on their company-issued radios and/or personal cellular phones, including during meal periods. For example, as stated, Mr. Lopez cut his meal periods short due to the lack of coverage and time-sensitive tasks he needed to complete, such as responding to a triggered alarm within one (1) to two (2) hours. As another example, SOUTHWEST PATROL's management interrupted Mr. Lopez's meal periods by calling him to discuss work-related issues. Thus, Mr. Lopez and other aggrieved employees worked through their meal periods and/or had their meal periods interrupted in order to complete their assigned workloads.

Fifth, as stated above, on information and belief, SOUTHWEST PATROL's management pressured Mr. Lopez and other aggrieved employees to clock out for meal periods regardless of whether they had received a compliant meal period or not. Thus, SOUTHWEST PATROL did not record all hours worked during meal periods, and Mr. Lopez and other aggrieved employees performed work during meal periods for which they were not paid.

SOUTHWEST PATROL knew or should have known that as a result of these company-wide practices and/or policies, Mr. Lopez and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Lopez and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Lopez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SOUTHWEST PATROL's failure to pay Mr. Lopez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, during the relevant time period, SOUTHWEST PATROL had a company-wide policy and/or practice requiring Mr. Lopez and other aggrieved employees to perform work-related tasks while off-the-clock outside of their scheduled shifts, including writing emails and communicating with SOUTHWEST PATROL's management and co-workers via phone calls, text messages, and group chat messages to discuss work-related matters. SOUTHWEST PATROL failed to track this time Mr. Lopez and other aggrieved employees spent working off-the-clock, and Mr. Lopez and other aggrieved employees received no compensation for this time.

Second, as also stated, due to SOUTHWEST PATROL's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads, failing to schedule and/or adhere to a schedule for meal periods, requiring employees to remain on the jobsite premises during meal periods, requiring employees to respond to radio and/or phone communications during meal periods, and subsequent lack of meal period coverage, Mr. Lopez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Additionally, as stated, SOUTHWEST PATROL pressured Mr. Lopez and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, SOUTHWEST PATROL systematically failed to pay Mr. Lopez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

SOUTHWEST PATROL did not pay minimum wages for all hours worked by Mr. Lopez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SOUTHWEST PATROL did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SOUTHWEST PATROL regularly failed to pay at least minimum wages to Mr. Lopez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SOUTHWEST PATROL has not provided Mr. Lopez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each

violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SOUTHWEST PATROL has knowingly and intentionally provided Mr. Lopez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SOUTHWEST PATROL issued uniform wage statements to Mr. Lopez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, SOUTHWEST PATROL violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SOUTHWEST PATROL did not accurately record the time Mr. Lopez and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), SOUTHWEST PATROL did not list the correct amount of gross wages and net wages earned by Mr. Lopez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SOUTHWEST PATROL failed to accurately list the total number of hours worked by Mr. Lopez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SOUTHWEST PATROL willfully failed to maintain accurate payroll records for Mr. Lopez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SOUTHWEST PATROL engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records

of work period and meal period start and end times for Mr. Lopez and other aggrieved employees, in violation of section 1198. Also, in light of SOUTHWEST PATROL's failure to provide Mr. Lopez and other aggrieved employees with second 30-minute meal periods to which they were entitled, SOUTHWEST PATROL kept no records of meal start and end times for second meal periods.

Because SOUTHWEST PATROL failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Lopez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Lopez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SOUTHWEST PATROL failed to pay Mr. Lopez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

SOUTHWEST PATROL willfully failed to pay Mr. Lopez and other aggrieved employees who are no longer employed by SOUTHWEST PATROL the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SOUTHWEST PATROL's employ.

Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001 also provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, SOUTHWEST PATROL, on a company-wide basis, required that Mr. Lopez and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data, to carry out their job duties but failed to reimburse them for all of the costs of their work-related mobile device expenses. For example, SOUTHWEST PATROL required Mr. Lopez and other aggrieved employees to use their personal mobile devices to communicate with management and coworkers via phone calls and text messages regarding work-related issues. As a further example, Mr. Lopez and other aggrieved employees were required to download and use "WhatsApp" mobile application to communicate via messages in the employee group chat. Although SOUTHWEST PATROL required Mr. Lopez and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, SOUTHWEST PATROL failed to fully reimburse them for this cost.

Second, during the relevant time period, SOUTHWEST PATROL, on a company-wide basis, required that Mr. Lopez and other aggrieved employees use their own personal vehicles to perform their assigned duties. For example, throughout his employment, Mr. Lopez was required to use his personal vehicle and drive from his branch in Pico Rivera, California, to another branch in Bellflower, California, to pick up his patrol vehicle. Mr. Lopez estimated driving approximately 16 miles roundtrip each time. Although SOUTHWEST PATROL required Mr. Lopez and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SOUTHWEST PATROL failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, SOUTHWEST PATROL required Mr. Lopez and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Lopez spent approximately \$80 to \$100 to purchase pepper spray, handcuffs, key holders, and a duty belt; and \$130 to purchase a pair of tactical boots because SOUTHWEST PATROL failed to provide him with the necessary equipment to complete his work-related tasks. Although SOUTHWEST PATROL required Mr. Lopez and other aggrieved employees to purchase their own supplies and equipment for use on the job, SOUTHWEST PATROL failed to reimburse them for their costs incurred.

Fourth, during the relevant time period, SOUTHWEST PATROL required Mr. Lopez and other aggrieved employees to wear uniforms bearing the “Southwest Patrol” company logo, including uniform shirts. However, SOUTHWEST PATROL did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, SOUTHWEST PATROL only provided Mr. Lopez and other aggrieved employees with one (1) shirt and up to three (3) shirts at the time of hire. Because SOUTHWEST PATROL failed to provide its employees with an adequate number of uniforms in relation to their scheduled shifts, Mr. Lopez and other aggrieved employees were required to wash their uniform items more frequently than other clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Mr. Lopez was required to spend approximately \$20 per week on additional laundry expenses for the upkeep of his uniform. Thus, SOUTHWEST PATROL failed to maintain uniforms they required Mr. Lopez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SOUTHWEST PATROL could have provided Mr. Lopez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, supplies, and equipment, as well as an adequate number of uniform items or access to laundering services; or, SOUTHWEST PATROL could have reimbursed employees for the costs of their mobile device usage, mileage, supplies, equipment, and laundering expenses or provided a uniform maintenance allowance. Instead, SOUTHWEST PATROL passed these operating costs onto Mr. Lopez and other aggrieved employees. At all relevant times, Mr. Lopez did not earn at least two (2) times the minimum wage.

Thus, SOUTHWEST PATROL had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Lopez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SOUTHWEST PATROL into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

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

provided for in this section are in addition to any other civil or criminal penalty provided by law.” SOUTHWEST PATROL, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Lopez’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Lopez seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Lopez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against SOUTHWEST PATROL for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Lopez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: SOUTHWEST PATROL, INC. (via U.S. Certified Mail)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. SOUTHWEST PATROL, INC. 1800 E. Lambert Road Suite #155 Brea, CA 92821 9590 9402 9637 5199 8652 93 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5999 32		A. Signature X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes YES, enter delivery address below: ☐ No Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Capstone Law, APC
 1875 Century Park, East, 1860
 Los Angeles, CA. 90067

SOUTHWEST
 PATROL, INC.
 1800 E. Lambert Road
 Suite #155
 Brea, CA 92821

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE	
CERTIFIED MAIL	
9589 0710 5270 0211 5999 32 9589 0710 5270 0211 5999 32	
U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information visit our website at www.usps.com	OFFICIAL USE Certified Mail Fee \$ Return Receipt Fee \$ Return Receipt (hard copy) \$ Signature Confirmation Fee \$ Signature Confirmation Restricted Delivery Fee \$ Total Postage \$ Sent to \$ Street and A/City, State, ZIP SOUTHWEST PATROL, INC. 1800 E. Lambert Road Suite #155 Brea, CA 92821 Signature: <i>Leah C. V. Sw. Patrol</i>

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**SOUTHWEST
PATROL, INC.**
1800 E. Lambert Road
Suite #155
Brea, CA 92821



9590 9402 9637 5199 8652 93

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5999 32

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/9/26

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Restricted Delivery

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **March 16, 2026**, I served the document described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

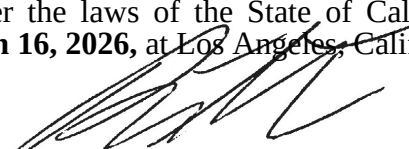
Haroon Manjlai
hmanjlai@bwlawpros.com
Judee Golez
jgolez@bwlawpros.com
Jaimee Wellerstein
jwellerstein@bwlawpros.com
Pattie Morse
pmorse@bwlawpros.com
Fidel Valdez
fvaldez@bwlawpros.com
BRADLEY WELLERSTEIN LLP
3601 W Olive Ave., Suite 625
Burbank, CA 91505
Telephone: 818-243-5200
Facsimile: 818-243-5266

Registered Agent for Defendants:
SOUTHWEST PATROL, INC.

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **March 16, 2026**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature