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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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By: Elda Ramirez, DEPUTY

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN BERNARDINO
11

12 MICHAEL NEWSOME, as an
13 aggrieved employee pursuant to the
Private Attorneys General Act
14 (“PAGA”), on behalf of the State of
California and other non-party
15 Aggrieved Employees,

16 Plaintiff,

17 vs.

18 CI SECURITY SPECIALISTS, INC.,
a California corporation; CISS
19 MANAGEMENT GROUP, a
California corporation; and DOES 1
20 through 10, inclusive,

21 Defendants.
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Case No.: CIVSB2325086

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

1 Plaintiff Michael Newsome, 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 July 28, 2023, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

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

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

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

THE PARTIES

6. Plaintiff Michael Newsome is a resident of Apple Valley, in San Bernardino County, California. Defendants have employed Plaintiff as an hourly paid, non-exempt Crew Member and Manager since approximately April 2022. Plaintiff typically works eight (8) or more hours per day and anywhere from one (1) day to seven (7) days per week. Plaintiff's job duties include, without limitation, securing and patrolling assigned designated areas, communicating with clients, and managing other employees.

7. CI SECURITY SPECIALISTS, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. CISS MANAGEMENT GROUP was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

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

10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of CI SECURITY SPECIALISTS, INC. and CISS MANAGEMENT GROUP at all relevant times.

11. Plaintiff is informed and believes, and thereon alleges, that each and all of the

1 acts and omissions alleged herein was performed by, or is attributable to, CI SECURITY
2 SPECIALISTS, INC.; CISS MANAGEMENT GROUP; and/or DOES 1 through 10
3 (collectively, “Defendants” or “CISS”), each acting as the agent, employee, alter ego, and/or
4 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
5 within the course and scope of such agency, employment, joint venture, or concerted activity
6 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
7 accordance with, and represent, the official policy of Defendants.

8 12. At all relevant times, Defendants, and each of them, ratified each and every act
9 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
10 and abetted the acts and omissions of each and all the other Defendants in proximately causing
11 the damages herein alleged.

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

15 14. Under California law, Defendants are jointly and severally liable as employers
16 for the violations alleged herein because they have each exercised sufficient control over the
17 wages, hours, working conditions, and employment status of Plaintiff and other non-party
18 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
19 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
20 of employment, determined their rate of pay, and maintained their employment records.
21 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
22 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
23 common-law employment relationship. As joint employers of Plaintiff and other non-party
24 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
25 available to Plaintiff and other non-party Aggrieved Employees under the law.

26 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
27 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
28 non-party Aggrieved Employees because Defendants have:

- 1 (a) jointly exercised meaningful control over the work performed by
2 Plaintiff and other non-party Aggrieved Employees;
- 3 (b) jointly exercised meaningful control over Plaintiff's and other non-party
4 Aggrieved Employees' wages, hours, and working conditions, including
5 the quantity, quality standards, speed, scheduling, and operative details
6 of the tasks performed by Plaintiff and other non-party Aggrieved
7 Employees;
- 8 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
9 perform work which is an integral part of Defendants' businesses; and
- 10 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
11 Employees as a matter of economic reality in that Plaintiff and other
12 non-party Aggrieved Employees were dependent on Defendants, who
13 shared the power to set the wages of Plaintiff and other non-party
14 Aggrieved Employees and determined their working conditions, and
15 who jointly reaped the benefits from the underpayment of their wages
16 and noncompliance with other statutory provisions governing their
17 employment.

18 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
19 there has existed a unity of interest and ownership between Defendants such that any
20 individuality and separateness between the entities has ceased.

21 17. Defendants CI SECURITY SPECIALISTS, INC.; CISS MANAGEMENT
22 GROUP; and/or DOES 1 through 10 are therefore alter egos of each other.

23 18. Adherence to the fiction of the separate existence of Defendants would permit
24 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
25 from liability for the wrongful acts committed by them under the name CISS.

26 19. Plaintiff further alleges, upon information and belief, that the Defendants CI
27 SECURITY SPECIALISTS, INC. and CISS MANAGEMENT GROUP are alter egos of each
28 other for the following reasons:

- 1 (a) On the California Secretary of State’s website
2 (<https://bizfileonline.sos.ca.gov/>), CI SECURITY SPECIALISTS, INC.
3 and CISS MANAGEMENT GROUP have the same principal office
4 address and mailing address, “345 W CERRITOS AVE, GLENDALE,
5 CA 91204”; and
6 (b) On information and belief, CI SECURITY SPECIALISTS, INC. and
7 CISS MANAGEMENT GROUP utilize the same standardized
8 employment forms and issue the same employment policies.

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 20. Defendants provide security services to commercial and private properties and
11 event security. Upon information and belief, Defendants maintain a single, centralized
12 Human Resources (HR) department at their corporate headquarters in Glendale, California, for
13 all non-exempt, hourly paid employees working for Defendants in California, which is
14 responsible for the recruiting and hiring of new employees, and communicating and
15 implementing Defendants’ company-wide policies, including timekeeping policies and meal
16 and rest period policies, to employees throughout California.

17 21. In particular, Plaintiff and other non-party Aggrieved Employees, on
18 information and belief, received the same standardized documents and/or written policies.
19 Upon information and belief, the usage of standardized documents and/or written policies,
20 including new-hire documents, indicate that Defendants dictated policies at the corporate level
21 and implemented them company-wide, regardless of their employees’ assigned locations or
22 positions. Upon information and belief, Defendants set forth uniform policies and procedures
23 in several documents provided at an employee’s time of hire.

24 22. Upon information and belief, Defendants maintain a centralized Payroll
25 department at their corporate headquarters in Glendale, California, which processes payroll for
26 all non-exempt, hourly paid employees working for Defendants at their various locations and
27 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
28 upon information and belief, Defendants issue the same formatted wage statements to all non-

1 exempt, hourly paid employees in California, irrespective of their work locations. Upon
2 information and belief, Defendants process payroll for departing employees in the same
3 manner throughout the State of California, regardless of the manner in which each employee's
4 employment ends.

5 23. Defendants continue to employ non-exempt or hourly paid employees in
6 California.

7 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
9 and advisors knowledgeable about California labor and wage law, employment and personnel
10 practices, and about the requirements of California law.

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

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

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 at least minimum wages for compensation and that they were not receiving at least
21 minimum wages for work that was required to be done off-the-clock. In violation of the
22 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
23 least minimum wages for work done off-the-clock.

24 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
27 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
28 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and

1 other non-party Aggrieved Employees were not provided with all meal periods or payment of
2 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
3 uninterrupted, thirty (30) minute meal period.

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

12 30. 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 recovery periods in accordance with the California Labor Code and applicable General
15 Industry Safety (“GIS”) Order or payment of one (1) additional hour of pay at their regular
16 rates of pay when they were not provided a compliant recovery period and that Plaintiff and
17 other non-party Aggrieved Employees were not provided with compliant recovery periods or
18 payment of one (1) additional hour of pay at their regular rates of pay when they were not
19 provided a compliant recovery period.

20 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 receive complete and accurate wage statements in accordance with California law. In
23 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
24 were not provided complete and accurate wage statements.

25 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they had a duty to maintain accurate and complete payroll records in
27 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
28 and intentionally failed to do so.

1 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 timely payment of wages during their employment. In violation of the California Labor Code,
4 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
5 including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and
6 recovery period premiums, within permissible time periods.

7 34. 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 timely payment of all wages earned upon termination of employment. In violation of the
10 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
11 payment of all wages due, including, but not limited to, overtime wages; minimum wages;
12 and/or meal, rest, and recovery period premiums, within permissible time periods.

13 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive reimbursement for all business-related expenses and costs they incurred during the
16 course and scope of their employment and that they did not receive reimbursement of
17 applicable business-related expenses and costs incurred.

18 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants knew or should have known that Defendants had a duty to provide
20 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
21 of their employment with Defendants as required by the California Wage Theft Prevention
22 Act, but failed to do so.

23 37. 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 38. 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 39. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
8 person who was employed by the alleged violator and against whom one or more of the
9 alleged violations was committed.”

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

13 41. 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 42. 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 43. On July 28, 2023, 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-971589-23. A true and correct copy of Plaintiff's
4 written notice to the LWDA and Defendants dated July 28, 2023, is attached hereto as
5 "Exhibit 1."

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

9 45. 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, 2802, and 2810.5.

13 46. 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, and
25 1198, 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, and 1198, and the
28 applicable IWC Wage Order.

47. 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.

48. 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.

49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 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, 2802, and 2810.5.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

51. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits 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), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. 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 516, 1182.12, and 2810.5.

52. 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 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other

1 non-party Aggrieved Employees with all required overtime pay, as set
2 forth below;

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

7 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
9 and other non-party Aggrieved Employees with meal periods, as set
10 forth below;

11 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to authorize and
13 permit Plaintiff and other non-party Aggrieved Employees to take rest
14 periods, as set forth below;

15 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
16 applicable GIS Order, for failure to provide heat recovery periods to
17 Plaintiff and other non-party Aggrieved Employees, as set forth below;

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

22 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
23 IWC Wage Order for failure to maintain payroll records, as set forth
24 below;

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

27 (i) Violation of Labor Code section 201 and 202 for failure to pay all
28 earned wages upon termination, as set forth below;

- 1 (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
2 and other non-party Aggrieved Employees for all business expenses
3 necessarily incurred, as set forth below; and
- 4 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
5 provide written notice of information material to Plaintiff's and other
6 non-party Aggrieved Employees' employment with Defendants, as set
7 forth below.

8 **FAILURE TO PAY OVERTIME**

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

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

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

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

24 56. The applicable IWC Wage Order further provides that Defendants are and were
25 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
26 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
27 An employee's regular rate of pay includes all remuneration for employment paid to, or on
28 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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

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

13 59. First, during the relevant period, Defendants had, and continue to have, a
14 company-wide policy of discouraging and impeding Plaintiff and other non-party Aggrieved
15 Employees from recording hours worked that were outside of their scheduled shifts to limit the
16 amount of overtime employees could accrue. This policy of limiting overtime, coupled with
17 Defendants' use of labor budgets, understaffing, and assignment of heavy workloads (*see infra*),
18 led Plaintiff and other non-party Aggrieved Employees to work off-the-clock before and after
19 their scheduled shifts.

20 60. Second, in conjunction with Defendants' use of labor budgets, understaffing,
21 and assignment of heavy workloads, Defendants utilized various timekeeping systems that
22 prevented employees from recording time worked prior to the start of their scheduled shifts or
23 after the end of their scheduled shifts.

24 61. For example, at certain jobsites, Plaintiff and other non-party Aggrieved
25 Employees were required to clock in for their shifts at a specified timekeeping checkpoint
26 where one employee was responsible for recording time for all other employees. This
27 checkpoint was located inside the jobsite, such as a festival grounds, requiring Plaintiff and
28 other non-party Aggrieved Employees to first undergo a mandatory security screening before

1 being allowed on the festival grounds. These mandatory security checks could take up to one
2 (1) hour due to the large crowds and long lines that formed at various venues. Similarly,
3 Plaintiff and other non-party Aggrieved Employees were required to undergo another
4 mandatory security screening when leaving any large festival venue or work premises, but
5 were unable to record this time worked. Although Defendants required that Plaintiff and other
6 non-party Aggrieved Employees undergo mandatory security checks, Defendants did not
7 compensate them for the time it took them to pass through those security screenings. As a
8 further example, a few times per month, Plaintiff was required to start work immediately,
9 before the employee responsible for clocking employees in at a timekeeping checkpoint had
10 arrived. As a result, Plaintiff would work off-the-clock, distributing uniforms and equipment
11 to other employees, preparing ice chests, and gathering and charging radios, for approximately
12 30 minutes before that timekeeping employee could clock him in and start recording his time.
13 Further, as stated, Defendants had, and continue to have, a company-wide policy of strictly
14 staffing their jobsites based on the labor hours allocated by each location's labor or payroll
15 budget set by corporate based on the client Defendants was providing services for. Thus,
16 Defendants prohibited Plaintiff and other non-party Aggrieved Employees from clocking in
17 for their shifts before their scheduled start time due to a strict labor budget in place.

18 62. Moreover, at some jobsites, Defendants failed to provide employees with any
19 mechanism, such as a time clock or electronic timekeeping system, to accurately track and
20 record their hours worked. Instead, in some instances, Defendants' policy and/or practice was
21 to have a manager keep track of Plaintiff's and other non-party Aggrieved Employees' time
22 worked by filling out handwritten timesheets. Moreover, at other jobsites, Defendants failed
23 to implement a timekeeping system of any kind and instead required Plaintiff and other non-
24 party Aggrieved Employees to keep track of their time whichever way each employee
25 preferred and asked that employees email or text hours worked to the payroll department. On
26 information and belief, Defendants failed to record all of the time worked by Plaintiff and
27 other non-party Aggrieved Employees on these occasions because Defendants' supervisors,
28 management, or payroll would automatically clock employees in and out based on their

1 scheduled shift start-time and end-time as opposed to actual time worked. Thus, Defendants
2 failed to track all of the time employees spent working before and after scheduled shifts, and
3 Plaintiff and other non-party Aggrieved Employees received no compensation for this time.

4 63. Upon information and belief, regardless of the timekeeping system used,
5 Defendants' management frequently interlineated, altered, and/or falsified Plaintiff's and
6 other non-party Aggrieved Employees' timesheets, to reflect scheduled shift hours instead of
7 actual hours worked. Upon information and belief, Defendants' timekeeping policies are, and
8 continue to be, unfair and have, over time, resulted in the underpayment of wages to Plaintiff
9 and other non-party Aggrieved Employees. To the extent Defendants' timekeeping policies
10 have taken away time worked that was eligible for overtime, Plaintiff and other non-party
11 Aggrieved Employees have been denied overtime pay for all hours worked.

12 64. Third, Defendants would require Plaintiff and other non-party Aggrieved
13 Employees to perform work after their scheduled shift end time. For example, approximately
14 2-3 times per month, Plaintiff spent at least 1-2 hours after their scheduled shift end-time
15 continuing to supervise restricted access areas when events would run later than scheduled.
16 Regardless of the timekeeping system used at the jobsite, Plaintiff and other non-party
17 Aggrieved Employees would attempt to record this time spent working, but, on information
18 and belief, were not actually paid for this time.

19 65. Fourth, Defendants had, and continue to have, a policy requiring employees to
20 report to work in uniform. However, Defendants do not record and do not permit employees
21 to record the time they spend donning their uniform at the beginning of their shifts, despite
22 being under Defendants' control. For example, Plaintiff and other non-party Aggrieved
23 Employees were required to change into their uniforms, which consisted of a shirt with a
24 specific logo, at the jobsite, which they oftentimes did not receive from Defendants until
25 arriving at the jobsite; however, Defendants did not allow Plaintiff and other non-party
26 Aggrieved Employees to record the time spent donning their uniform. As a result, Plaintiff
27 and other non-party Aggrieved Employees were not compensated for the time spent donning
28 their uniforms before clocking in prior to a shift.

1 66. Fifth, Defendants required Plaintiff and other non-party Aggrieved Employees
2 to travel to and attend managerial meetings on their days off and while off-the-clock. For
3 example, on his day off, Plaintiff spent approximately four (4) hours traveling from his home
4 in Apple Valley, California, to San Bernardino, California, attending a meeting, and then
5 driving back home. Defendants could have recorded and paid Plaintiff and other non-party
6 Aggrieved Employees for this off-the-clock work, but instead failed to do so.

7 67. Sixth, during the relevant time period, Defendants had, and continue to have, a
8 company-wide practice and/or policy of failing to compensate Plaintiff and other non-party
9 Aggrieved Employees for travel time. Defendants required Plaintiff and other non-party
10 Aggrieved Employees to travel to distant jobsites but did not compensate them for their time
11 spent traveling to and from these locations. For example, Plaintiff and other non-party
12 Aggrieved Employees work and have worked at festivals in Indio, California; San Francisco,
13 California; and Palm Springs, California. Specifically, Plaintiff drove from his home in Apple
14 Valley, California to work at multiple festivals in Indio, California, on approximately five (5)
15 different occasions, driving approximately four (4) hours on each trip. Plaintiff also drove to
16 work in Palm Springs, California, which took approximately four (4) hours, and rode the
17 company shuttle to San Francisco, California, for approximately 12 hours. However,
18 Defendants failed to compensate Plaintiff and other non-party Aggrieved Employees for this
19 time.

20 68. Seventh, during the relevant time period, as stated, Defendants had, and
21 continue to have, a company-wide policy of strictly staffing their jobsites based on the labor
22 hours allocated by each location's labor or payroll budget set by corporate based on the client
23 Defendants were providing services for. This practice of labor budgeting and/or limited
24 payroll allocation, combined with the assignment of heavy workloads, has resulted in chronic
25 understaffing and a lack of adequate meal period coverage, because there were too few
26 employees on duty to handle the workload. This practice, coupled with a company-wide
27 policy and/or practice of failing to schedule meal periods, further caused Plaintiff and other
28 non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

1 As a result of this lack of meal period coverage, Plaintiff and other non-party Aggrieved
2 Employees were not always afforded uninterrupted 30-minute meal periods during shifts when
3 they were entitled to receive a meal period. For example, Plaintiff and other non-party
4 Aggrieved Employees were required to work through or return early from meal periods in
5 order to respond to work-related incidents. Consequently, Plaintiff and other non-party
6 Aggrieved Employees performed work during meal periods for which they were not paid.

7 69. Moreover, Defendants' company-wide timekeeping practices and/or policies
8 (*see supra*) did not permit employees, including Plaintiff and other non-party Aggrieved
9 Employees, to accurately track the start and stop times of their meal periods or allow them to
10 report a short, missed, or interrupted meal period. As stated, because Defendants frequently
11 interlineated, altered, and/or falsified timesheets, Defendants, upon information and belief,
12 would record that compliant meal periods were taken, even if that was not the case.
13 Alternatively, Defendants implemented a company-wide practice and/or policy of
14 automatically deducting meal periods from Plaintiff's and other non-party Aggrieved
15 Employees' time records. As a result, because Defendants recorded that 30-minute meal
16 periods were taken, even when meal periods were short, missed, or interrupted, Plaintiff and
17 other non-party Aggrieved Employees were not paid for all hours worked.

18 70. Defendants knew or should have known that, as a result of these company-wide
19 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
20 their assigned duties off-the-clock before and after their shifts and during meal periods, and
21 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
22 and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more, or
23 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
24 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
25 overtime wages for all of the overtime hours they actually worked.

26 71. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 the balance of overtime compensation as required by California law, violates the provisions of
28 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
2 558 and/or 2699(a), (f), and (g).

3 **FAILURE TO PAY MINIMUM WAGES**

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

5 72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
6 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
7 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
8 IWC Wage Order No. 4-2001 as “the time during which an employee is subject to the control
9 of an employer, and includes all the time the employee is suffered or permitted to work,
10 whether or not required to do so.” Cal. Code Regs. tit. 8, § 11040(2)(K) (defining “Hours
11 Worked”).

12 73. As set forth above, due to Defendants’ restriction on overtime accrual and
13 usage of various timekeeping systems that prevented employees from recording time worked,
14 Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees
15 for actual hours worked before and after their scheduled shifts, because these hours were not
16 accurately recorded. As stated, Plaintiff and other non-party Aggrieved Employees were
17 required to undergo mandatory security checks, distribute uniforms to other employees,
18 prepare ice chests, gather and charge radios, pass out equipment to other employees, continue
19 to supervise restricted access areas when events would run later than scheduled, don uniform
20 shirts, travel to/from and attend mandatory meetings, and travel to various jobsites throughout
21 California. However, Defendants failed to track all of this time Plaintiff and other non-party
22 Aggrieved Employees spent working off-the-clock, and thus, Plaintiff and other non-party
23 Aggrieved Employees received no compensation for this time.

24 74. Further, as stated above, due to Defendants’ policies and/or practices of
25 utilizing a labor budget, understaffing their locations, assigning heavy workloads, and failing
26 to schedule meal periods, Plaintiff and other non-party Aggrieved Employees were forced to
27 forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved
28 of all duties during meal periods. Moreover, upon information and belief, Defendants’

1 management adjusted employee time records to reflect compliant meal periods and/or
2 automatically deducted 30-minute meal periods from Plaintiff's and other non-party
3 Aggrieved Employees' time records even when meal periods were missed, short, and/or
4 interrupted. Thus, Defendants systematically failed to pay Plaintiff and other non-party
5 Aggrieved Employees for actual hours worked during unpaid meal periods because these
6 hours were not always correctly recorded.

7 75. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
8 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
9 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
10 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
11 1194, 1197, and 1198.

12 76. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
13 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
14 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
15 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

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

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

28 79. At all relevant times herein set forth, California Labor Code sections 226.7,

1 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
2 meal period mandated by an applicable order of the IWC.

3 80. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
4 and the applicable IWC Wage Order also require employers to provide a second meal period
5 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
6 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
7 total hours worked is no more than twelve (12) hours, the second meal period may be waived
8 by mutual consent of the employer and the employee only if the first meal period was not
9 waived.

10 81. First, as stated above, on information and belief, Defendants had, and continue
11 to have, a company-wide policy and/or practice of understaffing their jobsites due to labor
12 budgeting and/or limited payroll allocation, which, combined with the assignment of heavy
13 workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and
14 prevented Plaintiff and other non-party Aggrieved Employees from taking all timely,
15 uninterrupted meal periods. As a result of this lack of meal period coverage, Plaintiff and
16 other non-party Aggrieved Employees were not always afforded thirty (30) minute meal
17 periods during shifts when they were entitled to receive a meal period. Plaintiff and other
18 non-party Aggrieved Employees were required to continue working through all or part of their
19 meal periods in order to respond to work-related incidents. Further, due to Defendants' failure
20 to provide adequate meal period coverage to employees, Plaintiff was forced to take his meal
21 periods late. As an example, at times, Defendants did not provide Plaintiff a meal period until
22 his eighth hour of work. Defendants similarly did not provide other non-party Aggrieved
23 Employees with timely meal periods.

24 82. Second, as described above, at some jobsites, Defendants did not have a
25 mechanism in place for employees to track and record the start and stop times of their meal
26 periods. Instead, Defendants gave their supervisors exclusive control and discretion over
27 employee punch-in and punch-out times, including meal period start and stop times. Because
28 Plaintiff and other non-party Aggrieved Employees did not have access to the timekeeping

1 system, they were unable to record when their meal periods were missed, late, interrupted, or
2 cut short. At other jobsites, on information and belief, Defendants utilized an electronic
3 timekeeping system that automatically deducted meal periods from Plaintiff's and other non-
4 party Aggrieved Employees' time records regardless of whether they had actually received a
5 compliant meal period.

6 83. Third, Defendants did not provide Plaintiff and other non-party Aggrieved
7 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
8 hours in one day. During his employment, Plaintiff worked shifts in excess of ten (10) or
9 more hours per day but was never provided a second 30-minute meal period. Plaintiff and
10 other non-party Aggrieved Employees did not sign valid meal period waivers on days that
11 they were entitled to meal periods and were not relieved of all duties.

12 84. At all times mentioned herein, Defendants knew or should have known that as a
13 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
14 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
15 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
16 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

17 85. Moreover, Defendants engaged in a company-wide practice and/or policy of
18 not paying all meal period premiums owed when compliant meal periods are not provided.
19 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
20 have not received premium pay for all missed, late, and interrupted meal periods.

21 86. Defendants' conduct violates the applicable IWC Wage Order, and California
22 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
24 558 and/or 2699(a), (f), and (g).

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

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

27 87. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other

1 non-party Aggrieved Employees' employment by Defendants.

2 88. At all relevant times, the applicable IWC Wage Order provides that "[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period" and that the "rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof" unless the total daily work time is less than three and one-half
7 (3 ½) hours.

8 89. At all relevant times, California Labor Code section 226.7 provides that no
9 employer shall require an employee to work during any rest period mandated by an applicable
10 order of the California IWC. To comply with its obligation to authorize and permit rest
11 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
12 employer must "relinquish any control over how employees spend their break time, and
13 relieve their employees of all duties—including the obligation that an employee remain on
14 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
15 *Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC
16 Wage Order also provide that rest periods shall be counted as hours worked for which there
17 shall be no deduction from wages.

18 90. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
20 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
21 required rest period was not authorized and permitted.

22 91. During the relevant time period, Defendants regularly failed to authorize and
23 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
24 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
25 Defendants' company-wide practices of understaffing and assignment of heavy workloads
26 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
27 to take compliant rest periods. Additionally, Defendants also failed to schedule rest periods,
28 which, coupled with Defendants' failure to provide adequate rest period coverage, further led

1 to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to
2 take rest periods.

3 92. Furthermore, upon information and belief, during the relevant time period,
4 Defendants maintained and implemented a company-wide on-premises rest period policy,
5 which mandated that Plaintiff and other non-party Aggrieved Employees remain on the work
6 premises during their rest periods. Because Plaintiff and other non-party Aggrieved
7 Employees were restricted from leaving the premises during rest periods, they were denied the
8 ability to use their rest periods freely for their own purposes, such as running personal errands.
9 Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
10 Employees during rest periods.

11 93. As a result, Plaintiff and other non-party Aggrieved Employees would work
12 shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being
13 permitted and authorized to take all ten (10) minute rest periods to which they were entitled.
14 For example, Plaintiff had to forego his rest periods almost entirely because he did not have
15 rest period coverage.

16 94. Defendants have also engaged in a company-wide practice and/or policy of not
17 paying all rest period premiums owed when compliant rest periods are not authorized and
18 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
19 Employees have not received premium pay for all missed rest periods. Accordingly,
20 Defendants failed to authorize and permit all compliant rest periods and failed to pay the full
21 rest period premiums due.

22 95. Defendants' conduct violates the applicable IWC Wage Order and California
23 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 558 and/or 2699(a), (f), and (g).

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FAILURE TO PROVIDE HEAT RECOVERY PERIODS
VIOLATION OF LABOR CODE §§ 226.7, 516, AND 1198, AND CALIFORNIA
CODE OF REGULATIONS TITLE 8, SECTION 3395

96. At all relevant times herein set forth, the applicable General Industry Safety (“GIS”) Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and other non-party Aggrieved Employees’ employment by Defendants.

97. At all relevant times, California Labor Code section 226.7(a) defines “recovery period” to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable GIS Order provides that “[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling.” Cal. Code Regs. tit. 8, § 3395(d)(1). Furthermore, “[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other.” *Id.* “Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.” *Id.*

98. During the relevant time period, Defendants violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with recovery periods. For example, Plaintiff and other non-party Aggrieved Employees were not provided shaded areas for recovery while working even though their work was sometimes performed outside, under the sun, and in temperatures that sometimes exceeded 100 degrees Fahrenheit.

99. Defendants also engaged in a company-wide practice and/or policy of not

1 paying recovery period premiums owed when compliant recovery periods were not provided.
2 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
3 have not received premium pay for all missed recovery periods.

4 100. Defendants' conduct violates the applicable GIS Order and California Labor
5 Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
6 therefore entitled to civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f)-
7 (g).

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

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

15 102. During the relevant time period, Defendants have knowingly and intentionally
16 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
17 inaccurate wage statements. For example, Defendants issued uniform wage statements to
18 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
19 earned; total hours worked; net wages earned; the name and address of the legal entity that is
20 the employer; and all applicable hourly rates in effect during the pay period, including rates of
21 pay for overtime wages, and the corresponding number of hours worked at each hourly rate.
22 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and
23 226(a)(9).

24 103. Because Defendants did not record the time Plaintiff and other non-party
25 Aggrieved Employees spent working off-the-clock and deducted time from their records for
26 meal periods that were interrupted and/or missed (and therefore time for which they should
27 have been paid), Defendants did not list the correct amount of gross wages and net wages
28 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section

1 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
2 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
3 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
4 pay in effect during the pay period and the corresponding accurate number of hours worked at
5 each hourly rate, in violation of section 226(a)(9).

6 104. In addition, and separately from these violations, Defendants issued uniform
7 wage statements to Plaintiff and other non-party Aggrieved Employees that failed to list the
8 name and address of the legal entity of the actual employer in violation of 226(a)(8). The
9 purpose of section 226(a)(8) is to provide California employees with transparency as to the
10 true identity of their employer, to allow the employee to contact their employer during
11 employment or in the future for various reasons, including filing an administrative claim,
12 judicial claim, or other action to seek relief against their employer, to obtain unemployment
13 benefits, etc. During the relevant time period, Defendants systematically, and on a company-
14 wide basis, issued wage statements to Plaintiff and other non-party Aggrieved Employees that
15 fail to list the employing entity's correct name and address. Plaintiff's and other non-party
16 Aggrieved Employees' wage statements appear to list "DIAMOND PEO, LLC" as the
17 employing entity and fail to identify either CI SECURITY SPECIALISTS, INC. or CISS
18 MANAGEMENT GROUP as the employing entity. Furthermore, Plaintiff's and other non-
19 party Aggrieved Employees' wage statements incorrectly list various venue or client site
20 addresses for the employer, but according to the California Secretary of State's website, CI
21 SECURITY SPECIALISTS, INC. or CISS MANAGEMENT GROUP's entity address should
22 be "345 W CERRITOS AVE, GLENDALE, CA 91204."

23 105. The wage statement deficiencies also include, among other things, failing to list
24 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
25 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
26 for which aggrieved employees were paid; failing to list the name of the employee and only
27 the last four digits of his or her social security number or an employee identification number
28 other than a social security number; and/or failing to state all hours worked as a result of not

1 recording or stating the hours they worked off-the-clock.

2 106. California Labor Code section 1174(d) provides that “[e]very person employing
3 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
4 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
5 plants or establishments at which employees are employed, payroll records showing the hours
6 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
7 applicable piece rate paid to, employees employed at the respective plants or
8 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
9 civil penalty if they fail to maintain accurate and complete records as required by section
10 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
11 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
12 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
13 as a result of failing to record the off-the-clock hours that they worked.

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

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

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

109. At all relevant times herein set forth, 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. Labor Code section 204 further provides 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.

110. At all relevant times herein, 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, at all relevant times herein, 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.

111. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due to them within any time period specified by California Labor Code section 204 including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and recovery period premiums.

112. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

113. At all times relevant herein set forth, Labor Code sections 201 and 202 provide

1 that if an employer discharges an employee, the wages earned and unpaid at the time of
2 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
3 her employment, his or her wages shall become due and payable not later than seventy-two
4 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
5 his or her intention to quit, in which case the employee is entitled to his or her wages at the
6 time of quitting.

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

12 114. Defendants' failure to pay those non-party Aggrieved Employees who are no
13 longer employed by Defendants their wages earned and unpaid at the time of discharge, or
14 within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code
15 sections 201 and 202. Other non-party Aggrieved Employees are therefore entitled to recover
16 civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

17 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

18 **VIOLATION OF LABOR CODE SECTION 2802**

19 115. At all times herein set forth, California Labor Code section 2802 provides that
20 an employer must reimburse employees for all necessary expenditures and losses incurred by
21 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
22 to prevent employers from passing off their cost of doing business and operating expenses on
23 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
24 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen
25 tools or equipment are required by the employer or are necessary to the performance of a job,
26 such tools and equipment shall be provided and maintained by the employer, except that an
27 employee whose wages are at least two (2) times the minimum wage provided herein may be
28 required to provide and maintain hand tools and equipment customarily required by the trade

1 or craft.” IWC Wage Order No. 4-2001 further provides that: “[w]hen uniforms are required
2 by the employer to be worn by the employee as a condition of employment, such uniforms
3 shall be provided and maintained by the employer.”

4 116. During the relevant time period, Defendants had a company-wide policy of
5 requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
6 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
7 their job duties, but Defendants failed to reimburse them for the costs of their work-related
8 mobile device expenses. Plaintiff and other non-party Aggrieved Employees were required to
9 use their personal mobile devices for work-related tasks, including responding to calls or text
10 messages from Defendants’ management. For example, Plaintiff used his personal cellular
11 phone to communicate with Defendants’ supervisors regarding work-related matters, as well
12 as the scheduler employee to find out which jobsite to report to. Although Defendants
13 required Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile
14 devices and/or mobile data to carry out their work-related duties, Defendants failed to
15 reimburse them for these costs.

16 117. Second, during the relevant time period, Defendants, on a company-wide basis,
17 required, and continue to require, Plaintiff and other non-party Aggrieved Employees to
18 utilize their own personal vehicles to carry out company business, but Defendants has failed to
19 reimburse them for all costs of travel, including mileage. For example, Plaintiff and other
20 non-party Aggrieved Employees were required to use their personal vehicles to travel to
21 venues throughout California. Further, Plaintiff and other non-party Aggrieved Employees
22 were required to use their personal vehicles to patrol the jobsites. Although Defendants
23 required Plaintiff and other non-party Aggrieved Employees to use their own vehicles as part
24 of their job duties, Defendants have never reimbursed Plaintiff and other non-party Aggrieved
25 Employees for their travel expenses, including mileage.

26 118. Third, during the relevant time period, Defendants, on a company-wide basis,
27 required Plaintiff and other non-party Aggrieved Employees to obtain and pay for certain
28 certifications, such as a Guard Card certificate, which were required for their continued

1 employment, as well as associated costs such as training and/or examination fees. For
2 example, Plaintiff complied with this requirement and spent approximately \$55 to obtain a
3 Guard Card certificate, but Defendants did not reimburse him for the costs of obtaining the
4 certification. Thus, Defendants failed to reimburse Plaintiff and other non-party Aggrieved
5 Employees for the costs of obtaining these certifications, including training and/or
6 examination fees.

7 119. Fourth, during the relevant time period, Defendants required Plaintiff and other
8 non-party Aggrieved Employees to purchase supplies and equipment necessary for the
9 performance of their duties, but failed to reimburse them for their out-of-pocket costs. For
10 example, Plaintiff spent about \$20 on a flashlight and \$20 on a surveillance microphone
11 because Defendants failed to provide crew members with sufficient equipment. As a result,
12 Plaintiff was required to purchase his own equipment to complete his daily tasks. Although
13 Defendants required Plaintiff and other non-party Aggrieved Employees to purchase supplies
14 and equipment to carry out their work-related responsibilities, Defendants failed to reimburse
15 them for their out-of-pocket costs to purchase necessary supplies and equipment.

16 120. Defendants could have provided Plaintiff and other non-party Aggrieved
17 Employees with the actual equipment for use on the job, such as company mobile devices,
18 company vehicles, and supplies and equipment; or Defendants could have reimbursed
19 employees for the costs of their mobile device usage, mileage and travel expenses, supply and
20 equipment expenses, and certification expenses. Instead, Defendants passed these operating
21 costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant times,
22 Plaintiff did not earn at least two (2) times the minimum wage.

23 121. Defendants' company-wide policy and/or practice of not reimbursing
24 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
25 and other non-party Aggrieved Employees violates California Labor Code section 2802.
26 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
27 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

28 //

1 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
2 **EMPLOYMENT**

3 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

4 122. California's Wage Theft Prevention Act was enacted to ensure that employers
5 provide employees with basic information material to their employment relationship at the
6 time of hiring, and to ensure that employees are given written and timely notice of any
7 changes to basic information material to their employment. Codified at California Labor
8 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
9 employer must provide written notice to employees containing basic and material payroll
10 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
11 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
12 overtime, the regular payday designated by the employer, and any allowances claims as part
13 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
14 (C).

15 123. At all relevant times, Defendants failed, on a company-wide basis, to provide
16 written notice to Plaintiff and other non-party Aggrieved Employees that lists the requisite
17 information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to
18 provide Plaintiff and other non-party Aggrieved Employees with written notice of basic
19 information regarding their employment with Defendants is in violation of California Labor
20 Code section 2810.5.

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

23 **REQUEST FOR JURY TRIAL**

24 Plaintiff requests a trial by jury.

25 **PRAYER FOR RELIEF**

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

- 28 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars

1 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
2 amount.

3 **As to the First Cause of Action**

4 2. That the Court declare, adjudge and decree that Defendants violated the
5 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
6 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
7 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
8 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
9 and permit all rest periods); 226.7, 516, and 1198 (by failing to provide all heat recovery
10 periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
11 maintain accurate payroll records); 204 (by failing to timely pay all earned wages during
12 employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 2802
13 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice
14 of information material to employment);

15 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
16 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
17 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

18 4. For attorneys' fees and costs pursuant to California Labor Code section
19 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
20 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
21 1197, 1198, 2802, and 2810.5;

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

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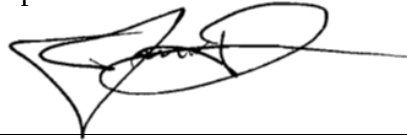
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1 6. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: October 3, 2023

Respectfully submitted,

Capstone Law APC

A handwritten signature in black ink, appearing to read 'Robert Drexler', is written over a horizontal line.

7 By: _____

8 Robert Drexler
9 Molly DeSario
Jonathan Lee

10 Attorneys for Plaintiff Michael Newsome
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EXHIBIT “1”



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July 28, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Michael Newsome v. CI Security Specialists, Inc., et al.*

Dear PAGA Administrator:

This office represents Michael Newsome in connection with his claims under the California Labor Code. Mr. Newsome is an employee of CI SECURITY SPECIALISTS, INC.; CISS MANAGEMENT GROUP; and/or DIAMOND PEO, LLC. For the purpose of this letter, Mr. Newsome collectively refers to these entities as "CISS."

The employers may be contacted directly at the addresses below:

CI SECURITY SPECIALISTS, INC.
345 W CERRITOS AVE
GLENDALE, CA 91204

CISS MANAGEMENT GROUP
345 W CERRITOS AVE SUITE B
GLENDALE, CA 91204

DIAMOND PEO, LLC
27442 CALLE ARROYO, SUITE A
SAN JAN CAPISTRANO, CA 91675

DIAMOND PEO, LLC
P.O. BOX 3258
WILMINGTON, DE 19804

Mr. Newsome intends to seek civil penalties, attorney's 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. Newsome seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CISS 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.

CISS has employed Mr. Newsome as an hourly paid, non-exempt Crew Member and Manager since approximately April 2022. Mr. Newsome typically works shifts of eight (8) hours or more per day and anywhere from one (1) day to seven (7) days per week. His primary job duties include, without limitation, securing and patrolling assigned designated areas, communicating with clients, and managing other employees.

CISS committed one or more of the following Labor Code violations against Mr. Newsome, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

CISS’s Company-Wide and Uniform Payroll and HR Practices

CI SECURITY SPECIALISTS, INC. and CISS MANAGEMENT GROUP are California corporations, while DIAMOND PEO, LLC is a Delaware limited liability company. Together, CISS provides premier security services to commercial properties and private properties and event security. Upon information and belief, CISS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Glendale, California, for all non-exempt, hourly paid employees working for CISS in California, including Mr. Newsome and other aggrieved employees. At all relevant times, CISS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Newsome and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“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.

CISS willfully failed to pay all overtime wages owed to Mr. Newsome and other aggrieved employees. During the relevant time period, Mr. Newsome 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

¹ These facts, theories, and claims are based on Mr. Newsome’s experience and counsel’s review of those records currently available relating to Mr. Newsome’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. Newsome 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.

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 period, CISS had, and continues to have, a company-wide policy of discouraging and impeding Mr. Newsome and other aggrieved employees from recording hours worked that were outside of their scheduled shifts to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with CISS's use of labor budgets, understaffing, and assignment of heavy workloads (*see infra*), led Mr. Newsome and other aggrieved employees to work off-the-clock before and after their scheduled shifts.

Second, in conjunction with CISS's use of labor budgets, understaffing, and assignment of heavy workloads, CISS utilized various timekeeping systems that prevented employees from recording time worked prior to the start of their scheduled shifts or after the end of their scheduled shifts.

For example, at certain jobsites, Mr. Newsome and other aggrieved employees were required to clock in for their shifts at a specified timekeeping checkpoint where one CISS employee was responsible for recording time for all other employees. This checkpoint was located *inside* the jobsite, such as a festival ground, requiring Mr. Newsome and other aggrieved employees to first undergo to a mandatory security screening before being allowed on the festival grounds. These mandatory security checks could take up to one (1) hour due to the large crowds and long lines that formed at various venues. Similarly, Mr. Newsome and other aggrieved employees were required to undergo another mandatory security screening when leaving any large festival venue or work premises, but were unable to record this time worked. Although CISS required that Mr. Newsome and other aggrieved employees undergo mandatory security checks, CISS did not compensate them for the time it took them to pass through those security screenings. As a further example, a few times per month, Mr. Newsome was required to start work immediately, before the employee responsible for clocking employees in at a timekeeping checkpoint had arrived. As a result, Mr. Newsome would work off-the-clock, distributing uniforms and equipment to other employees, preparing ice chests, and gathering and charging radios, for approximately 30 minutes before a CISS employee could clock him in and start recording his time. Further, as stated, CISS had, and continues to have, a company-wide policy of strictly staffing its jobsites based on the labor hours allocated by each location's labor or payroll budget set by corporate based on the client CISS was providing services for. Thus, CISS prohibited Mr. Newsome and other aggrieved employees from clocking in for their shifts before their scheduled start time due to a strict labor budget in place.

Moreover, at some jobsites, CISS failed to provide employees with any mechanism, such as a time clock or electronic timekeeping system, to accurately track and record their hours worked. Instead, in some instances, CISS's policy and/or practice was to have a manager keep track of Mr. Newsome's and other aggrieved employees' time worked by filling out handwritten timesheets. Moreover, at other jobsites, CISS failed to implement a timekeeping system of any kind and instead required Mr. Newsome and other aggrieved employees to keep track of their time whichever way each employee preferred and asked that employees email or text hours worked to the payroll department. On information and belief, CISS failed to record all of the time worked by Mr. Newsome and other aggrieved employees on these occasions because CISS's supervisors, management, or payroll would automatically clock employees in and out based on their scheduled shift start-time and end-time as opposed to actual time worked. Thus, CISS failed to track all of the time employees spent working before and after scheduled shifts, and Mr. Newsome and other aggrieved employees received no compensation for this time.

Upon information and belief, regardless of the timekeeping system used, CISS's management frequently interlineated, altered, and/or falsified Mr. Newsome's and other aggrieved employees' timesheets, to reflect scheduled shift hours instead of actual hours worked. Upon information and belief, CISS's timekeeping policies are, and continue to be, unfair and have, over time, resulted in the underpayment of wages to Mr. Newsome and other aggrieved employees. To the extent CISS's timekeeping policies have taken away time worked that was eligible for overtime, Mr. Newsome and other aggrieved employees have been denied overtime pay for all hours worked.

Third, CISS would require Mr. Newsome and other aggrieved employees to perform work after their scheduled shift end time. Approximately 2-3 times per month, Mr. Newsome and other aggrieved employees spent at least 1-2 hours after their scheduled shift end-time continuing to supervise restricted access areas when events would run later than scheduled. Regardless of the timekeeping system used at the jobsite, Mr. Newsome and other aggrieved employees would attempt to record this time spent working, but, on information and belief, were not actually paid for this time.

Fourth, CISS had, and continues to have, a policy requiring employees to report to work in uniform. However, CISS does not record and does not permit employees to record the time they spend donning their uniform at the beginning of their shifts, despite being under CISS's control. For example, Mr. Newsome and other aggrieved employees were required to change into their uniforms, which consisted of a shirt with a specific logo, at the jobsite, which they oftentimes did not receive from CISS until arriving to the jobsite; however, CISS did not allow Mr. Newsome and other aggrieved employees to record the time spent donning their uniform. As a result, Mr. Newsome and other aggrieved employees were not compensated for the time spent donning their uniforms before clocking in prior to a shift.

Fifth, CISS required Mr. Newsome and other aggrieved employees to travel to and attend managerial meetings on their days off and while off-the-clock. For example, Mr. Newsome spent approximately four (4) hours traveling from his home in Apple Valley, California, to San Bernardino, California, to attend a meeting on his day off. CISS could have recorded and paid Mr. Newsome and other aggrieved employees for this off-the-clock work, but instead failed to do so.

Sixth, during the relevant time period, CISS had, and continues to have, a company-wide practice and/or policy of failing to compensate Mr. Newsome and other aggrieved employees for travel time. CISS required Mr. Newsome and other aggrieved employees to travel to distant jobsites but did not compensate them for their time spent traveling to and from these locations. For example, Mr. Newsome and other aggrieved employees work and have worked at festivals in Indio, California; San Francisco, California; and Palm Springs, California. Specifically, Mr. Newsome drove from his home in Apple Valley, California to work at multiple festivals in Indio, California, on approximately five (5) different occasions, driving approximately four (4) hours on each trip. Mr. Newsome also drove to work in Palm Springs, California, which took approximately four (4) hours, and rode the company shuttle to San Francisco, California, for approximately 12 hours. However, CISS failed to compensate Mr. Newsome and other aggrieved employees for this time.

Seventh, during the relevant time period, as stated, CISS had, and continues to have, a company-wide policy of strictly staffing its jobsites based on the labor hours allocated by each location's labor or payroll budget set by corporate based on the client CISS was providing services for. This practice of labor budgeting and/or limited payroll allocation, combined with the assignment of heavy workloads, has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload. This practice, coupled with a company-

wide policy and/or practice of failing to schedule meal periods, further caused Mr. Newsome and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Mr. Newsome and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Newsome and other aggrieved employees were required to work through or return early from meal periods in order to respond to work-related incidents. Consequently, Mr. Newsome and other aggrieved employees performed work during meal periods for which they were not paid.

Moreover, CISS's company-wide timekeeping practices and/or policies (*see supra*) did not permit employees, including Mr. Newsome and other aggrieved employees, to accurately track the start and stop times of their meal periods or allow them to report a short, missed, or interrupted meal period. As stated, because CISS frequently interlineated, altered, and/or falsified timesheets, CISS, upon information and belief, would record that compliant meal periods were taken, even if that was not the case. Alternatively, CISS implemented a company-wide practice and/or policy of automatically deducting meal periods from Mr. Newsome's and other aggrieved employees' time records. As a result, because CISS recorded that 30-minute meal periods were taken, even when meal periods were short, missed, or interrupted, Mr. Newsome and other aggrieved employees were not paid for all hours worked.

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

Moreover, CISS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CISS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CISS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CISS failed to pay all overtime wages by paying a lower overtime rate than required.

CISS's failure to pay Mr. Newsome 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. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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 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)(K) (defining “Hours Worked”).

As set forth above, due to CISS’s restriction on overtime accrual and usage of various timekeeping systems that prevented employees from recording time worked, CISS systematically failed to pay Mr. Newsome and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. As stated, Mr. Newsome and other aggrieved employees were required to undergo mandatory security checks, distribute uniforms to other employees, prepare ice chests, gather and charge radios, pass out equipment to other employees, continue to supervise restricted access areas when events would run later than scheduled, don uniform shirts, travel to attend mandatory meetings, and travel to various jobsites throughout California. However, CISS failed to track all of this time Mr. Newsome and other aggrieved employees spent working off-the-clock, and thus, Mr. Newsome and other aggrieved employees received no compensation for this time.

Further, as stated above, due to CISS’s policies and/or practices of utilizing a labor budget, understaffing its locations, assigning heavy workloads, and failing to schedule meal periods, Mr. Newsome and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, upon information and belief, CISS’s management adjusted employee time records to reflect compliant meal periods, and/or automatically deducted 30-minute meal periods from Mr. Newsome’s and other aggrieved employees’ time records even when meal periods were missed, short, and/or interrupted. Thus, CISS systematically failed to pay Mr. Newsome and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, CISS did not pay minimum wages for all hours worked by Mr. Newsome and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CISS 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, CISS regularly failed to pay at least minimum wages to Mr. Newsome 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. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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 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 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.

First, as stated above, on information and belief, CISS had, and continues to have, a company-wide policy and/or practice of understaffing jobsites due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Mr. Newsome and other aggrieved employees from taking all timely, uninterrupted meal periods. As a result of this lack of meal period coverage, Mr. Newsome and other aggrieved employees were not always afforded thirty (30) minute meal periods during shifts when they were entitled to receive a meal period. Mr. Newsome and other aggrieved employees were required to continue working through all or part of their meal periods in order to respond to work-related incidents. Further, due to CISS's failure to provide adequate meal period coverage to employees, Mr. Newsome was forced to take his meal periods late. As an example, at times, CISS did not provide Mr. Newsome a meal period until his eighth hour of work. CISS similarly did not provide other aggrieved employees with timely meal periods.

Second, as described above, at some jobsites, CISS did not have a mechanism in place for employees to track and record the start and stop times of their meal periods. Instead, CISS gave its supervisors exclusive control and discretion over employee punch-in and punch-out times, including meal period start and stop times. Because Mr. Newsome and other aggrieved employees did not have access to the timekeeping system, they were unable to record when their meal periods were missed, late, interrupted, or cut short. At other jobsites, on information and belief, CISS utilized an electronic timekeeping system that automatically deducted meal periods from Mr. Newsome's and other aggrieved employees' time records regardless of whether they had actually received a compliant meal period.

Third, CISS did not provide Mr. Newsome and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Newsome worked shifts in excess of ten (10) or more hours per day but was never provided a second 30-minute meal period. Mr. Newsome 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.

At all times mentioned herein, CISS knew or should have known that as a result of its policies, Mr. Newsome and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CISS further knew or should have known that it did not pay Mr. Newsome and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, CISS 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. Newsome and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that CISS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, CISS did not pay other

aggrieved employees at the correct rate of pay for premiums because CISS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CISS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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, CISS regularly failed to authorize and permit Mr. Newsome 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, CISS's company-wide practices of understaffing and assignment of heavy workloads prevented Mr. Newsome and other aggrieved employees from being relieved of all duty to take compliant rest periods. Additionally, CISS also failed to schedule rest periods, which, coupled with CISS's failure to provide adequate rest period coverage, further led to Mr. Newsome and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, CISS maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Newsome and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Newsome 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, CISS effectively maintained control over Mr. Newsome and other aggrieved employees during rest periods.

As a result, Mr. Newsome and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Mr. Newsome had to forego

his rest periods almost entirely because CISS's jobsites were busy and did not have rest period coverage.

CISS has also 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. Newsome and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CISS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CISS did not pay other aggrieved employees at the correct rate of pay for premiums because CISS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CISS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery 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 or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code Regs. tit. 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, CISS violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because CISS failed to provide Mr. Newsome and other aggrieved employees with recovery periods. For example, Mr. Newsome and other aggrieved employees were not provided shaded areas for recovery while working even though their work was sometimes performed outside, under the sun, and in temperatures that sometimes exceeded 100 degrees Fahrenheit.

CISS also engaged in a company-wide practice and/or policy of not paying recovery period premiums owed when compliant recovery periods were not provided. Because of this practice and/or policy, Mr. Newsome and other aggrieved employees have not received premium pay for all missed recovery periods. Alternatively, to the extent that CISS did pay other aggrieved employees one (1) additional hour of premium pay for missed recovery periods, CISS did not pay other aggrieved

employees at the correct rate of pay for premiums because CISS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CISS failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. CISS has not provided Mr. Newsome 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, CISS has knowingly and intentionally provided Mr. Newsome and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CISS issued uniform wage statements to Mr. Newsome and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal, rest, and recovery period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, CISS violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because CISS did not record the time Mr. Newsome 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), CISS did not list the correct amount of gross wages and net wages earned by Mr. Newsome and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CISS failed to accurately list the total number of hours worked by Mr. Newsome 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).

Further, because CISS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal, rest, and recovery period premiums, CISS did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). CISS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal, rest, and recovery period premiums, in violation of section 226(a)(9).

In addition, and separately from these violations, CISS issued uniform wage statements to Mr. Newsome and other aggrieved employees that failed to list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, CISS systematically, and on a company-wide basis, issued wage statements to Mr. Newsome and other aggrieved employees that fail to list the employing entity's correct name and address. Mr. Newsome's and other aggrieved employees' wage statements appear to list "DIAMOND PEO, LLC" as the employing entity and fails to identify either CI SECURITY SPECIALISTS, INC. or CISS MANAGEMENT GROUP as the employing entity. Furthermore, Mr. Newsome's and other aggrieved employees' wage statements incorrectly list various venue or client site addresses for the employer, but according to the California Secretary of State's website, CI SECURITY SPECIALISTS, INC. or CISS MANAGEMENT GROUP's entity address should be "345 W CERRITOS AVE, GLENDALE, CA 91204."

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; and/or failing to state all hours worked as a result of not recording or stating the hours they 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), CISS willfully failed to maintain accurate payroll records for Mr. Newsome 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, CISS failed, on a company-wide basis, to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and stop times for Mr. Newsome and other aggrieved employees, in violation of section 1198. Furthermore, in light of CISS's failure to provide Mr. Newsome and other aggrieved employees with second 30-minute meal periods to which they were entitled, CISS kept no records of meal start and end times for second meal periods.

Mr. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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, CISS willfully failed to pay Mr. Newsome and other aggrieved employees all wages due including, but not limited to, overtime wages; minimum wages; and meal, rest, and recovery period premiums, within the time periods specified by California Labor Code section 204.

Mr. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

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.

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

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

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.”

During the relevant time period, CISS had a company-wide policy of requiring Mr. Newsome and other aggrieved employees to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but CISS failed to reimburse them for the costs of their work-related mobile device expenses. Mr. Newsome and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages from CISS’s management. For example, Mr. Newsome used his personal cellular phone to communicate with CISS’s supervisors regarding work-related matters, as well as the scheduler employee to find out which jobsite to report to. Although CISS required Mr. Newsome and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related duties, CISS failed to reimburse them for these costs.

Second, during the relevant time period, CISS, on a company-wide basis, required, and continues to require, Mr. Newsome and other aggrieved employees to utilize their own personal vehicles to carry out company business, but CISS has failed to reimburse them for all costs of travel, including mileage. For example, Mr. Newsome and other aggrieved employees were required to use their personal vehicles to travel to venues throughout California and Nevada. Further, Mr. Newsome and other aggrieved employees were required to use their personal vehicles to patrol the jobsites. Although CISS required Mr. Newsome and other aggrieved employees to use their own vehicles as part of their job duties, CISS has never reimbursed Mr. Newsome and other aggrieved employees for their travel expenses, including mileage.

Third, during the relevant time period, CISS, on a company-wide basis, required Mr. Newsome and other aggrieved employees to obtain and pay for certain certifications, such as a Guard Card certificate, which were required for their continued employment, as well as associated costs such as training and/or examination fees. For example, Mr. Newsome complied with this requirement and spent approximately \$55 to obtain a Guard Card certificate, but CISS did not reimburse him for the costs of obtaining the certification. Thus, CISS failed to reimburse Mr. Newsome and other aggrieved employees for the costs of obtaining these certifications, including training and/or examination fees.

Fourth, during the relevant time period, CISS required Mr. Newsome 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. Newsome spent about \$20 on a flashlight and \$20 on a surveillance microphone because CISS failed to provide crew members with sufficient equipment. As a result, Mr. Newsome was required to purchase his own equipment to complete his daily tasks. Although CISS required Mr. Newsome and other aggrieved employees to purchase supplies and equipment to carry out their work-related responsibilities, CISS failed to reimburse them for their out-of-pocket costs to purchase necessary supplies and equipment.

CISS could have provided Mr. Newsome and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and supplies and equipment; or CISS could have reimbursed employees for the costs of their mobile device usage, mileage and

travel expenses, supply and equipment expenses, and certification expenses. Instead, CISS passed these operating costs off onto Mr. Newsome and other aggrieved employees. At all relevant times, Mr. Newsome did not earn at least two (2) times the minimum wage.

Thus, CISS 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. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, CISS failed, on a company-wide basis, to provide written notice to Mr. Newsome and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). CISS's failure to provide Mr. Newsome and other aggrieved employees with written notice of basic information regarding their employment with CISS is in violation of Labor Code section 2810.5.

Mr. Newsome and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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." CISS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Newsome's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Newsome 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 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Newsome, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against CISS 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, 2802, and 2810.5.

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

Pre-Litigation Demand

This notice shall further serve as Mr. Newsome's reasonable attempt to settle his dispute with CISS prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CISS of Mr. Newsome's aforementioned grievances and the proposed remedies as detailed below, while affording CISS a reasonable opportunity to satisfy Mr. Newsome's demands.

Demand is hereby made that CISS shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. CISS shall pay Mr. Newsome and all other aggrieved employees employed by CISS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CISS shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal, rest, and recovery periods.
3. CISS shall conduct a survey or interview all current and former aggrieved employees in California who worked for CISS in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; the number of recovery periods which were not provided; and the number of employees who were required to pay for mobile device expenses; certification expenses; supply expenses; travel expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CISS shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. CISS also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198. Additionally, CISS also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more recovery periods, as required by Labor Code sections 226.7, 516, and 1198.
5. CISS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CISS's benefit, including, but not limited to, costs of mobile device

usage; certification, supply, or travel expenses; or other expenditures, as required by Labor Code section 2802.

6. CISS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. CISS shall provide all aggrieved employees employed by CISS at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. CISS shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
9. CISS shall implement and maintain one or more work areas with shade at all times while aggrieved employees are present that are either open to the air or provided with ventilation or cooling, shall provide drinking water near work areas, and shall provide heat recovery periods to aggrieved employees.
10. CISS shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
11. CISS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 4-2001, section 20.

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 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: CI SECURITY SPECIALISTS, INC. (via U.S. Certified Mail); CISS MANAGEMENT GROUP (via U.S. Certified Mail); DIAMOND PEO, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



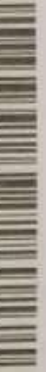
7022 2410 0000 2405 9204

CI SECURITY SPECIALISTS, INC.
345 W CERRITOS AVE
GLENDALE, CA 91204

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.

1
CI SECURITY SPECIALISTS, INC.
345 W CERRITOS AVE
GLENDALE, CA 91204



9590 9402 7690 2122 7155 14

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9204

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

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A. Signature

☒ X

Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If 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

☐ Restricted Delivery

☐ Priority Mail Express

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

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

OFFICIAL USE

Certified Mail Fee

1463050000 0000 2405 9204

CISS

Postmark

Extra Services & Fees (Indicate fee, and fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

CI SECURITY SPECIALISTS, INC.
345 W CERRITOS AVE
GLENDALE, CA 91204

7022 2410 0000 2405 9204

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2405 9198

CISS MANAGEMENT GROUP
345 W CERRITOS AVE SUITE B
GLENDALE, CA 91204

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.

CISS MANAGEMENT GROUP
345 W CERRITOS AVE SUITE B
GLENDALE, CA 91204



9590 9402 7690 2122 7155 21

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9198

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

C. Date of Delivery

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

5. 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 | |
| ☐ Insured Mail® | |
| ☐ Insured Mail Restricted Delivery | |

If Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2405 9198

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

OFFICIAL USE

Certified Mail Form

NEARBY U.S.

CISS

Postmark
Name

5. Service Type (Check one box, and fee as appropriate)
- | | |
|--|---|
| ☐ Registered Mail™ | 5 |
| ☐ Registered Mail Restricted Delivery | 5 |
| ☐ Certified Mail Restricted Delivery | 5 |

CISS MANAGEMENT GROUP
345 W CERRITOS AVE SUITE B
GLENDALE, CA 91204

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2405 9161

DIAMOND PEO, LLC
27442 CALLE ARROYO, SUITE A
SAN JAN CAPISTRANO, CA 91675

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

Do not place return address and name here. Instead, use the reverse.

DIAMOND PEO, LLC
27442 CALLE ARROYO, SUITE A
SAN JAN CAPISTRANO, CA 91675



9590 9402 7690 2122 7155 38

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9161

PS Form 3811, July 2020 PSN 7530-02-000-9000

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

RECEIVED BY
CA 55

NOTE: Mark "X" in boxes below and fill in as appropriate.
☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic)
For additional fees, see Restricted Delivery

Postmark
Date

DIAMOND PEO, LLC
27442 CALLE ARROYO, SUITE A
SAN JAN CAPISTRANO, CA 91675

7022 2410 0000 2405 9161

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7022 2410 0000 2405 9174

DIAMOND PEO, LLC
P.O. BOX 3258
WILMINGTON, DE 19804

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

DIAMOND PEO, LLC
P.O. BOX 3258
WILMINGTON, DE 19804



9590 9402 7690 2122 7155 45

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9174

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

OFFICIAL USE

NEWSPRINT

CRSS

Postmark

DIAMOND PEO, LLC
P.O. BOX 3258
WILMINGTON, DE 19804

7022 2410 0000 2405 9174

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.

CISS MANAGEMENT GROUP
 345 W CERRITOS AVE SUITE B
 GLENDALE, CA 91204



9590 9402 7690 2122 7155 21

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9198

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Luisana Ornelas

C. Date of Delivery

08/01/2021

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail®

If Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. CI SECURITY SPECIALISTS, INC.
 345 W CERRITOS AVE
 GLENDALE, CA 91204



9590 9402 7690 2122 7155 14

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9204

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Luisana Ornelas

C. Date of Delivery

08/01/2021

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail®

If Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

DIAMOND PEO, LLC
27442 CALLE ARROYO, SUITE A
SAN JAN CAPISTRANO, CA 91675



9590 9402 7690 2122 7155 38

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9181

PS Form 3811, July 2020 PSN 7530-02-000-9030

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Handwritten Signature]

☐ Agent

☐ Addressee

Received by (Printed Name)

Julia

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt