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County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Ayala, Deputy Clerk

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

GUZMAN, ALFREDO, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

GUARDIAN INTERNATIONAL  
SOLUTIONS, INC.; and DOES 1 through  
10, inclusive;

Defendants.

CASE NO.: **23STCV26481**

**COMPLAINT FOR VIOLATIONS OF THE  
PRIVATE ATTORNEYS GENERAL ACT  
(LABOR CODE § 2698 ET SEQ.)**

1 Plaintiff ALFREDO GUZMAN, on behalf of herself and all others similarly situated, alleges  
2 as follow:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative enforcement action under the Private Attorneys  
5 General Act of 2004 (Labor Code §§ 2698 et seq.) (“PAGA”) on behalf of himself and all other  
6 current or former non-exempt employees of Defendants in California that suffered at least one or  
7 more of the Labor Code violations alleged herein within the applicable statute of limitations up to  
8 the time this action is brought to trial (“Aggrieved Employees”).

9 2. All allegations in this Compliant are based upon information and belief except those  
10 allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal  
11 knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have  
12 evidentiary support after reasonable opportunity for further investigation and formal discovery.

13 3. Plaintiff alleges that during the relevant time period, Defendants engaged in wage  
14 and hour violations under the California Labor Code and the applicable Industrial Welfare  
15 Commission (“IWC”) Wage Order, including:

- 16 a. Intentionally misclassifying employees as “independent contractors”
- 17 b. failing to maintain accurate records;
- 18 c. failing to provide compliant meal periods;
- 19 d. failing to provide complaint rest periods;
- 20 e. failing to pay minimum wages for all hours worked;
- 21 f. failing to pay overtime wages for all overtime hours worked;
- 22 g. failing to provide sick pay;
- 23 h. failing to reimburse business expenses;
- 24 i. failing to provide accurate itemized wage statements; and,
- 25 j. failing to pay all wages that were due and owing during employment and  
26 upon separation of employment.

27 4. Plaintiff and Aggrieved Employees seek PAGA penalties pursuant to Labor Code

1 sections 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1194, 1197, 1197.1, 1198  
2 and the applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20.

3 **JURISDICTION AND VENUE**

4 5. This Court has subject matter jurisdiction over this action pursuant to Code of Civil  
5 Procedure § 410.10 and Labor Code §§ 2698 et seq.

6 6. This Court has personal jurisdiction over Defendants because Defendants conduct  
7 business in California and have caused injuries in this County through its acts, omissions, and  
8 violations of the Labor Code and applicable IWC Wage Order.

9 7. Venue as to each Defendant is proper in this judicial district pursuant to Code of  
10 Civil Procedure 395(a). Defendants maintain offices, transact business, and/or have an agent in  
11 this County. Defendants employed Plaintiff and the Aggrieved Employees and committed the  
12 unlawful activities subject to this Complaint in this County.

13 **THE PARTIES**

14 8. Plaintiff ALFREDO GUZMAN is, and at all relevant times, was a resident of Los  
15 Angeles County, California.

16 9. Defendant GUARDIAN INTERNATIONAL SOLUTIONS, INC., is a California  
17 Corporation that provides security services in the Los Angeles area.

18 10. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,  
19 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of  
20 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants  
21 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff  
22 will seek leave of court to amend this Complaint to reflect the true names and capacities of  
23 Defendants designated as DOES when those identities become known.

24 11. Plaintiff is informed and believes that each Defendant acted in all respects pertinent  
25 to this action as the agent of the other Defendants, carried out a joint scheme, business plan or  
26 policy, and the acts of each Defendant are legally attributable to the other Defendants.

27 **GENERAL ALLEGATIONS**

12. Plaintiff was employed by Defendants as a security guard from approximately June 2021 – March 2023.

13. During the PAGA Period (one year + 65 days prior to the filing of this Complaint), Defendants intentionally misclassified Plaintiff and the Aggrieved Employees as “independent contractors”. Defendants are therefore subject to civil penalties under Labor Code section 226.8.

14. During the PAGA Period, Defendants failed to maintain accurate time and payroll records for Plaintiff and the Aggrieved Employees as required by Labor Code section 1174 and the applicable IWC Wage Order, Section 7. Among other things, Defendants failed to keep accurate records of all hours worked for Plaintiff and the Aggrieved Employees, and accurate records showing when Plaintiff and the Aggrieved Employees received meal periods.

15. During the PAGA Period, Defendants failed to provide Plaintiff and the Aggrieved Employees with compliant meal periods as required by Labor Code section 226.7, 512 and 516, and the applicable IWC Wage Order, Section 11. Plaintiff and the Aggrieved Employees routinely did not receive full thirty-minute, uninterrupted meal periods, or took late meal periods. Defendants did not pay Plaintiff and the Aggrieved Employees one additional hour of pay at their regular rates when Defendants failed to provide compliant meal periods.

16. During the PAGA Period, Defendants similarly violated Labor Code sections 226.7 and 516, and IWC Wage Orders Section 12 by failing to provide Plaintiff and the Aggrieved Employees compliant rest periods. Plaintiff and the Aggrieved Employees were routinely denied the opportunity to take timely ten-minute, uninterrupted rest periods. Defendants did not pay Plaintiff and the Aggrieved Employees one hour of premium pay at their regular rates for missed rest periods.

17. During the PAGA Period, Defendants failed to pay Plaintiff and the Aggrieved Employees minimum wages for all hours worked. Among other things, Defendants failed to pay them for work performed during meal periods. Defendants also engaged in an unlawful practice of time-shaving or rounding work hours. Defendants violated Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage Order, Section 4.

1           18.     During the PAGA period, Defendants violated California overtime laws by failing to  
2 pay Plaintiff and the Aggrieved Employees for the overtime hours that they worked. Defendants  
3 violated Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage Order; and, are  
4 therefore liable for civil penalties under Labor Code §§ 1197.1 and 2699.

5           19.     During the PAGA period, Defendants violated Labor Code section 226(a) by failing  
6 to provide Plaintiff and the Aggrieved Employees with accurate itemized written wage statements.  
7 Specifically, Defendants failed to accurately list the total hours worked, correct rates of pay.

8           20.     During the PAGA Period, Defendants violated Labor Code section 204 by failing to  
9 pay Plaintiff and the Aggrieved Employees all wages that were due and owing each pay period,  
10 including failing to pay them minimum wages, overtime, and meal and rest period premiums.

11           21.     During the PAGA period, Defendants violated Labor Code sections 201, 202, and  
12 203 by failing to timely pay Plaintiff and the Aggrieved Employees (who are former employees) all  
13 wages that were due and owing upon separation of employment.

14           22.     During the PAGA period, Defendants violated Labor Code section 2802 by failing  
15 to reimburse Plaintiff and the Aggrieved Employees for business expenses, including use of their  
16 cellular telephones, gun, and gun belts.

17           23.     During the PAGA period, Defendants violated Labor Code section 246 by failing to  
18 provide Plaintiff and the Aggrieved Employees with paid sick days or to pay sick pay at the correct  
19 rates. Defendants further failed to provide notice of available sick pay on their wage statements in  
20 violation of Labor Code section 246(i).

21                                   **CAUSES OF ACTION**

22                                   **FIRST CAUSE OF ACTION**  
23                                   **(Violation of the Private Attorneys General Act)**  
                                      **[Labor Code §§ 2698 et seq.]**

24           24.     Plaintiff incorporates each of the preceding paragraphs of this Complaint.

25           25.     During the PAGA period (one year + 60 days from the filing of this Complaint),  
26 Defendants violated Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 246, 510, 512,  
27 516, 558, 1194, 1197, 1197.1, 1198, 2802 and the applicable Wage Order, Sections 3, 4, 7, 11, 12,

1 and 20. These violations subject Defendant to civil penalties as set forth in, *inter alia*, Labor Code  
2 section 2699.

3       26.     Plaintiff complied with the procedures for bringing suit specified in Labor Code  
4 sections 2699.3 and 2699.5 by letter dated August 24, 2023. Plaintiff gave written notice to the  
5 LWDA via electronic submission, and via certified mail to all Defendants, of the specific  
6 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts  
7 and theories to support the alleged violations.

8       27.     Under Labor Code section 2699.3, the LWDA must give written notice to the  
9 parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's  
10 written notice. As of the filing of this Complaint, the LWDA has not provided the parties with any  
11 notice of its intention to investigate these claims.

12       28.     Under Labor Code section 2699.3, Defendants has 33 days after the date of written  
13 notice to cure the alleged violations. As of the filing of this Complaint, Defendants have not  
14 responded to Plaintiff's PAGA notice in an attempt to cure.

15       29.     Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of  
16 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

17       30.     Under Labor Code section 2699(g), Plaintiff is also entitled to an award of  
18 reasonable attorney's fees and costs in connection with his claims for civil penalties.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief as follows:

- (1) for civil penalties according to proof;
- (2) for pre-judgment interest as permitted by law;
- (3) for reasonable attorneys' fees and costs of suit; and,
- (4) for such other and further relief as the Court deems appropriate;

Dated: October 30, 2023

**BLAKE JONES LAW, PC.**

By:   
Blake R. Jones  
Attorneys for Plaintiff