

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 Bradley Fagnani (SBN 261330)
bradley@setarehlaw.com
3 Victoria Mas (SBN 365896)
vmass@setarehlaw.com
4 SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
5 Beverly Hills, California 90210
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff DAMIAN RIVAS

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES
12 UNLIMITED JURISDICTION

13 DAMIAN RIVAS, on behalf of himself and all
14 other aggrieved employees, and the general
public,

15 *Plaintiff,*

16 v.

17 INTER-CON SECURITY SYSTEMS, INC, a
18 California Stock Corporation; and DOES 1
through 50, inclusive,

19 *Defendants.*
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Case No. **26STCV21012**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff DAMIAN RIVAS (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants INTER-CON
5 SECURITY SYSTEMS, INC., a California Stock Corporation; and DOES 1 through 50, inclusive,
6 (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As set forth
7 below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to pay them overtime and/or double time wages by failing to include all
18 applicable remuneration in calculating the regular rate of pay;
- 19 (9) failed to reimburse them for all necessary business expenses;
- 20 (10) failed to provide them with accurate written wage statements; and
- 21 (11) failed to pay them all of their final wages following separation of employment.

22 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
23 restitution, civil penalties, and related relief on behalf of himself and all others similarly situated,
24 all other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
27 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
28 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in COUNTY of LOS ANGELES pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant INTER-CON SECURITY SYSTEMS, INC. is, and at all relevant times mentioned herein, a California Stock Corporation doing business in the State of California.

6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

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1 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
3 approximately August 24, 2023 through July 13, 2025.

4 **Shortened Meal Periods**

5 9. At all relevant times, Plaintiff and the aggrieved employees were required to leave
6 the break room and begin walking back to their assigned workstations so they would be ready to
7 resume work at the 30-minute mark of their meal periods. Depending on the work location, this
8 walk could take up to approximately eight minutes, requiring Plaintiff and the aggrieved employees
9 to end their meal periods after approximately twenty minutes in order to timely return to their posts.
10 Despite this, Defendants' electronic timekeeping system prompted employees to confirm that they
11 had taken a full thirty-minute meal period and, upon confirmation, automatically deducted a
12 compliant thirty-minute meal period before the end of the fifth hour of work. As a result, Plaintiff
13 and the aggrieved employees were regularly deprived of duty-free, uninterrupted thirty-minute meal
14 periods as required by California law.

15 **Missed Meal Periods**

16 10. Plaintiff and the aggrieved employees were not provided with meal periods of at
17 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
18 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
19 shift with not enough workers; (3) imposing so much work on each employee such that it made it
20 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
21 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
22 meal and rest periods.

23 11. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
24 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
25 (5) hours worked due to complying with Defendants' productivity requirements that required
26 Plaintiff and the aggrieved employees to work through their meal periods in order to perform their
27 job responsibilities in compliance with the Defendants' policies.

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1 **Missed Meal Periods and Auto-Deduct**

2 12. During their employment with Defendants, Plaintiff and the aggrieved employees
3 regularly worked shifts of eight to twelve hours per day, without being afforded a meal break
4 during the first five hours, and/or a second meal break after ten hours, as required by California
5 law. Defendants had a policy of automatically deducting thirty minutes from Plaintiff's and the
6 aggrieved employees' paychecks, regardless of whether Plaintiff and the aggrieved employees
7 received a meal period or not.

8 13. Plaintiffs and the aggrieved employees were not provided with meal periods of at
9 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
10 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
11 shift with not enough workers; (3) imposing so much work on each employee such that it made it
12 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
13 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
14 meal and rest periods.

15 14. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were
16 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
17 (5) hours worked due to complying with Defendants' productivity requirements that required
18 Plaintiff and the aggrieved employees to work through their meal periods in order perform their job
19 responsibilities in compliance with the Defendants' policies.

20 **Missed Rest Periods**

21 15. Plaintiff and the aggrieved employees were not provided with rest periods of at least
22 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
23 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
24 understaffing each work shift with not enough workers; (3) imposing so much work on each
25 employee such that it made it unlikely that an employee would be able to take their breaks if they
26 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
27 encouraged employees to take their meal and rest periods.

28 16. As a result of Defendants' policy, Plaintiff and the aggrieved employees were

1 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
2 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
3 and the aggrieved employees to work through their rest periods in order to perform their job
4 responsibilities in compliance with the Defendants' policies.

5 **Regular Rate of Pay**

6 17. The regular rate of pay under California law includes all remuneration for
7 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
8 not limited, to, commissions and non-discretionary bonuses.

9 18. During the applicable limitations period, Defendants violated the rights of Plaintiff
10 and the aggrieved employees under the above-referenced Labor Code sections by failing to pay
11 them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and
12 1198 as a result of not correctly calculating their regular rate of pay to include all applicable
13 remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

14 **Expense Reimbursement**

15 19. Plaintiff and the aggrieved employees were required to use their personal cell phones
16 to perform essential job duties without reimbursement. Specifically, Plaintiff and the aggrieved
17 employees were required to use their personal cell phones to communicate with other security
18 guards, clock in and out, take photographs of the property for work-related purposes, and dispatch
19 or coordinate with other security guards in the course and scope of their employment.

20 20. Defendants required Plaintiff and the aggrieved employees to maintain and use their
21 own pens and notebooks to perform their job duties, including documenting incidents, recording
22 names, locations, and descriptions, and preparing required reports. Defendants informed Plaintiff
23 and the aggrieved employees that failure to carry a pen and notepad while on duty could result in
24 discipline or reprimand. Despite requiring the use of these items for work-related purposes,
25 Defendants failed to provide such supplies or reimburse Plaintiff and the aggrieved employees for
26 the costs incurred in purchasing them.

27 21. As a result, Defendants failed to reimburse Plaintiff and the aggrieved employees for
28 such necessary business expenses incurred by them.

1 **Wage Statements**

2 22. Plaintiff and the aggrieved employees were not provided with accurate wage
3 statements as mandated by law pursuant to Labor Code § 226.

4 23. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
5 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
6 clock” work were not included.

7 24. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
8 worked by the employee” were not accurately reflected in that all hours worked, including overtime
9 and “off-the-clock” work were not included.

10 25. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions”
11 were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not
12 included.

13 26. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
14 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
15 clock” work were not included.

16 27. Defendants failed to comply with Labor Code section 226(a)(7) as “the name of the
17 employee and only the last four digits of his or her social security number or an employee
18 identification number other than a social security number” were not accurately reflected.

19 28. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
20 hourly rates in effect during the pay period and the corresponding number of hours worked at each
21 hourly rate by the employee” were not accurately reflected in that all hours worked, including
22 overtime and “off-the-clock” work were not included.

23 **FIRST CAUSE OF ACTION**

24 **CIVIL PENALTIES**

25 **(Lab. Code §§ 2698 *et seq.*)**

26 29. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

27 30. During the applicable limitations period, Defendants have violated Labor Code §§
28 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

1 31. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
2 himself and other current and former employees, to bring a representative civil action to recover
3 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
4 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

5 32. Plaintiff, a former employee against whom Defendants committed one or more of the
6 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
7 within the meaning of Labor Code § 2699(c).

8 33. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
9 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
10 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
11 intent to investigate.

12 34. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
13 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
14 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 15 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
16 and 2802, one hundred dollars (\$100) for each employee per pay period for
17 each initial violation and two hundred dollars (\$200) for each employee per
18 pay period for each subsequent violation (penalties set by Labor Code §
19 2699(f)(2));
- 20 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
21 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 22 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
23 employee for each initial violation that was neither willful nor intentional,
24 two hundred dollars (\$200) for each employee, plus 25% of the amount
25 unlawfully withheld from each employee, for each initial violation that was
26 either willful or intentional, and two hundred dollars (\$200) for each
27 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
28 from each employee, for each subsequent violation, regardless of whether the

subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable

attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all other aggrieved employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: June 29, 2026

SETAREH LAW GROUP

/s/ Shaun Setareh

SHAUN SETAREH
BRADLEY FAGNANI
VICTORIA MAS
Attorneys for Plaintiff
DAMIAN RIVAS