

JUSTICE FOR WORKERS, P.C.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DENNISHA LAMPKIN, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

SUNSTATES SECURITY, INC., a Delaware
corporation; and DOES 1 through 50,

Defendants.

Case No.: CVRI2305600

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (2) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (3) WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (4) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203)**
- (5) UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (6) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff DENNISHA LAMPKIN (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants SUNSTATES SECURITY, INC., a Delaware corporation, and
4 DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201-204, 212, 226, 226.7, 512, 516, 558, 1198, 2698, *et seq.*,
10 and Industrial Welfare Commission (“IWC”) Wage Order 4-2001 (“Wage Order 4”), in addition to
11 seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to
12 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of
13 the Labor Code because the amount in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including Riverside County, and some of
16 the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff
17 was employed by Defendants within Riverside County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201-204, 212, 226, 226.7, 512, 516, 558, 1198, 2698, *et seq.*, and Wage Order
25 4.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engage in and continue to engage in business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within Riverside County, and the State of California and,
2 therefore, were (and are) doing business in Riverside County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
7 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff, the Classes (as defined below), and Aggrieved Employees (as
10 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
11 complained of herein.

12 6. At all times herein mentioned, each of said Defendants participated in the doing of
13 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
14 Defendants, and each of them, were the agents, servants, and employees of each of the other
15 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
16 within the course and scope of said agency and employment.

17 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
19 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
20 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
21 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
22 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

23 8. At all times herein mentioned, Defendants, and each of them, were members of, and
24 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
25 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

26 9. At all times herein mentioned, the acts and omissions of various Defendants, and
27 each of them, concurred and contributed to the various acts and omissions of each and all of the
28 other Defendants in proximately causing the injuries and damages as herein alleged.

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a security services company in the State of California.
3 Plaintiff has been employed by Defendants as a non-exempt employee in the position of security
4 guard in Perris, California since approximately August 15, 2023.

5 11. Defendants failed to provide Plaintiff and other non-exempt employees with all
6 legally compliant meal periods due to Defendants' meal period policies/practices, which have
7 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
8 and/or missed meal periods. During the relevant time period, Defendants required Plaintiff and
9 other non-exempt employees to sign on-duty meal period agreements as a condition of employment
10 or risk being terminated from the job they just accepted. Defendant failed to notify job applicants
11 such as Plaintiff that the job they were applying for required them to sign on-duty meal period
12 agreements and take their meal periods on duty. During the on-boarding process, Defendants
13 presented to employees like Plaintiff an On-Duty Meal Agreement which stated in bolded font:
14 **"Employees are not required to agree to an on-duty meal period and signing this document is**
15 **not a condition of employment. However, at any given time, the Company may not have any**
16 **open posts that allow for an off-duty meal period. . . . If an employee prefers to only be**
17 **scheduled at posts that allow for an off-duty meal period, the employee is to notify the**
18 **Company in writing and indicate such a preference. Once a written request is received, the**
19 **Company will do its best to place the employee in an open post that allows for off-duty meal**
20 **periods."** The On-Duty Meal Agreement also failed to advise Plaintiff and other non-exempt
21 employees that they would waive their right to receive a meal period premium under Labor Code
22 §226.7.

23 12. Despite wanting to take off-duty meal periods, Plaintiff has been unable to revoke
24 the on-duty meal period agreement out of fear of losing her job. Upon information and belief,
25 Defendant did not have any posts which permit off-duty meal periods and any employee who
26 refused to sign the on-duty meal period agreement or revoked the agreement was terminated. As
27 such, the on-duty meal period agreement is unenforceable and Defendant failed to provide Plaintiff
28 and other non-exempt employees with compliant off-duty meal periods and failed to compensate

1 Plaintiff and other non-exempt employees with meal period premiums at the regular rate of
2 compensation in violation of Labor Code § 226.7. Furthermore, even when the nature of the work
3 permitted Plaintiff and other non-exempt employees to be relieved of all duties during a meal
4 period—i.e., a second security guard was on location—they were not provided with compliant, off-
5 duty meal periods. Finally, Defendants failed to provide Plaintiff and other non-exempt employees
6 with a second compliant meal period when they worked over 10 hours in a shift.

7 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
8 all required rest periods due to Defendants’ unlawful rest period policies/practices, which failed to
9 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
10 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
11 breaks due to work demands imposed by Defendants and they were required to remain on duty and
12 on call during their rest periods. On those occasions when Plaintiff and other non-exempt
13 employees were not authorized and permitted to take all legally compliant rest periods to which
14 they were entitled, Defendants failed to compensate them with the required rest period premium(s)
15 for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon
16 information and belief, Defendants maintained no mechanism for the payment of rest period
17 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
18 period was not authorized and permitted to their non-exempt employees.

19 14. As a result of Defendants’ failure to pay all meal and rest period premium wages,
20 and unlawful timekeeping and payroll practices as alleged above, Defendants maintained inaccurate
21 payroll records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.
22 As a further result of Defendants’ failure to pay all meal and rest period premium wages,
23 Defendants failed to timely pay all final wages to other former non-exempt employees upon their
24 separation of employment from Defendants.

25 15. Labor Code § 212 provides: “No person, or agent or officer thereof, shall issue in
26 payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order,
27 check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable
28 and payable in cash, on demand, without discount, at some established place of business in the state,

1 the name and address of which must appear on the instrument, and at the time of its issuance and for
2 a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient
3 funds in, or credit, arrangement, or understanding with the drawee for its payment.” Defendant
4 violated Labor Code section 212 by paying Plaintiff and other non-exempt employees through
5 direct deposit or paycard only and failing to provide them with the option of receiving their wages
6 via an actual paycheck.

7 **CLASS ACTION ALLEGATIONS**

8 16. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
9 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 10 a. **Meal Period Class:** All current and former non-exempt employees of Defendants in
11 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
12 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
13 immediately preceding the filing of this action through the present.
- 14 b. **Rest Period Class:** All current and former non-exempt employees of Defendants in
15 the State of California who worked at least one shift of 3.5 or more hours, during the
16 four years immediately preceding the filing of this action through the present.
- 17 c. **Wage Statement Class:** All current and former non-exempt employees of Defendants
18 in the State of California who received a wage statement, during the one year
19 immediately preceding the filing of this action through the present.
- 20 d. **Waiting Time Penalty Class:** All of Defendants’ formerly employed members of the
21 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
22 during the three years immediately preceding the filing of this action through the
23 present.

24 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
25 joinder of all members would be impractical, if not impossible. The membership of the Classes is
26 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
27 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
28 of Defendants’ employment records, including payroll records.

1 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**

2 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
3 the Classes, which predominate over questions affecting only individual members including,
4 without limitation to:

- 5 a. Whether Defendants provided all legally compliant meal periods or paid meal period
6 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
7 226.7 and 512;
- 8 b. Whether Defendants authorized and permitted all legally compliant rest periods or
9 paid all rest period premium wages due to members of the Rest Period Class
10 pursuant to Labor Code §§ 226.7 and 516;
- 11 c. Whether Defendants furnished legally compliant wage statements to members of the
12 Wage Statement Class pursuant to Labor Code § 226; and
- 13 d. Whether Defendants timely paid all final wages to members of the Waiting Time
14 Class at the time of their separation of employment pursuant to Labor Code §§ 201
15 and 202.

16 These common questions of law and fact set forth above are numerous and substantial and
17 stem from Defendants' policies and/or practices applicable to each individual class member. As
18 such, the common questions predominate over individual questions concerning each individual
19 class member's showing as to their eligibility for recovery or as to the amount of their damages.

20 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
21 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
22 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
23 Plaintiff, like the members of the Classes, was not provided all required meal periods, was not
24 authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and
25 rest periods, was not paid all final wages upon separation of employment, and was not provided
26 with accurate, compliant, itemized wage statements.

27 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
28 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's

1 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
2 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
3 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
4 members of the Classes.

5 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
6 public interest in establishing minimum working conditions and standards in California. These laws
7 and labor standards protect the average working employee from exploitation by employers who
8 have the responsibility to follow the laws and who may seek to take advantage of superior economic
9 and bargaining power in setting onerous terms and conditions of employment. The nature of this
10 action and the format of laws available to Plaintiff and members of the Classes make the class
11 action format a particularly efficient and appropriate procedure to redress the violations alleged
12 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
13 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
14 resources of each individual plaintiff with their vastly superior financial and legal resources.

15 22. Moreover, requiring each member of the Class(es) to pursue an individual remedy
16 would also discourage the assertion of lawful claims by employees who would be disinclined to file
17 an action against their former and/or current employer for real and justifiable fear of retaliation and
18 permanent damages to their careers at subsequent employment. The claims of the individual
19 members of the Class are not sufficiently large to warrant vigorous individual prosecution
20 considering all of the concomitant costs and expenses attending hereto.

21 23. Furthermore, the prosecution of separate actions by the individual class members,
22 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
23 with respect to the individual class members against Defendants herein; and which would establish
24 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
25 respect to individual class members which would, as a practical matter, be dispositive of the interest
26 of the other class members not parties to adjudications or which would substantially impair or
27 impede the ability of the class members to protect their interests. As such, the Classes identified
28 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Against All Defendants)

24. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the Labor Code and Wage Order 4, § 11.

26. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

27. As a consequence of Defendants' unlawful meal period practices, Plaintiff and members of the Meal Period Class seek recovery of unpaid premium wages for meal period violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 4, and Civil Code §§ 3287 and 3289.

SECOND CAUSE OF ACTION
REST PERIOD VIOLATIONS
(Against All Defendants)

28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

29. Labor Code §§ 226.7, 516, 558, and Wage Order 4, § 12 and establish the right of employees to be provided with a rest period of at least 10 minutes for each four-hour period worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

1 30. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
2 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
3 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
4 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 4, and Civil Code §§
5 3287 and 3289.

6 **THIRD CAUSE OF ACTION**
7 **WAGE STATEMENT PENALTIES**
8 **(Against All Defendants)**

9 31. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Class with accurate and complete, itemized wage statements
14 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
15 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
16 period, and/or the correct name and address of the legal entity that is the employer in violation of
17 Labor Code § 226.

18 33. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
19 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
20 to, among other things, the non-payment of meal and rest period premium wages owed and deprived
21 them of the information necessary to identify the discrepancies in Defendants' reported payroll data.

22 34. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
23 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
24 attorneys' fees, and costs of suit according to California Labor Code § 226.

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1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Against All Defendants)**

4 35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 36. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
7 employer to pay all wages immediately at the time of separation of employment in the event the
8 employer discharges the employee or the employee provides at least 72 hours of notice of their
9 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
10 said employee's wages become due and payable not later than 72 hours upon said employee's last
11 date of employment.

12 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
13 to timely pay members of the Waiting Time Class all final wages due to them at their separation
14 from employment, including unpaid meal and rest period premium wages.

15 38. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
17 Time Class all earned wages at the end of employment in a timely manner pursuant to the
18 requirements of Labor Code §§ 201-202.

19 39. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay members of the Waiting Time Class their
21 earned wages upon separation from employment results in continued payment of daily wages up to
22 thirty days from the time the wages were due.

23 40. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
24 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
25 203.

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1 **FIFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Against All Defendants)**

4 41. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 42. Defendants have engaged and continue to engage in unfair and/or unlawful business
7 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 8 a. failing to provide Plaintiff and members of the Meal Period Class with all meal
9 periods to which they are entitled, and failing to pay them all meal period premium
10 wages due;
- 11 b. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
12 periods to which they are entitled, and failing to pay them all rest period premium
13 wages due;
- 14 c. failing to issue accurate and itemized wage statements to Plaintiff and members of
15 the Wage Statement Class; and
- 16 d. failing to timely pay all final wages to members of the Waiting Time Penalty Class.

17 43. Defendants' utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
19 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
20 Defendants' competitors who have been and/or are currently employing workers and attempting to
21 do so in honest compliance with applicable wage and hour laws.

22 44. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
23 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
24 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
25 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

26 45. The acts complained of herein occurred within the last four years immediately
27 preceding the filing of the Complaint in this action.

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SIXTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Against All Defendants)

46. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

47. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- b. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

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- c. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- d. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- e. Requiring Aggrieved Employees to receive their wages via direct deposit or pay card only in violataion of Labor Code § 212;
- f. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

48. On or about October 10, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

49. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

1 5. Upon the Second Cause of Action, for rest period premium wages according to proof
2 pursuant to Labor Code §§ 226.7, 516, and 558;

3 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
4 226;

5 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
6 203;

7 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
10 *seq.*;

11 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
12 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
13 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
14 pay each employee and \$200 for each subsequent violation or willful or intentional violation
15 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
16 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
17 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
18 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
19 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
20 to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil
21 penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of
22 Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent
23 violation per employee per pay period for those violations of the Labor Code for which no civil
24 penalty is specifically provided;

25 10. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
26 and Civil Code §§ 3287 and 3289;

27 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

12. For such other and further relief, the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims.

DATED: March 13, 2023

JUSTICE FOR WORKERS, P.C.

By:



William C. Sung, Esq.

Tiffany L. Luu, Esq.

Attorneys for Plaintiff DENNISHA LAMPKIN

PROOF OF SERVICE
DENNISHA LAMPKIN V. SUNSTATES SECURITY, INC.
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3600 Wilshire Blvd., Suite 1815, Los Angeles, CA 90010.

On March 13, 2024 I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

Diana M. Estrada, Esq.
Diana.Estrada@wilsonelser.com
Michelle Kang
Michelle.Kang@wilsonelser.com
WILLSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP
555 S. Flower Street - Suite 2900
Los Angeles, CA 90071-2407

Attorney for Sunstates Security, Inc.

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on March 13, 2024 at Los Angeles, California.



Jessica Le