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Attorneys for Plaintiff Elias Varela

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIAS VARELA,

Plaintiff,

vs.

GLOBAL INTEGRITY REALTY
CORPORATION and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO.: **24STCV01755**

) **COMPLAINT FOR DAMAGES FOR:**

) **1) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**

COMES NOW Plaintiff, ELIAS VARELA (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants GLOBAL INTEGRITY REALTY CORPORATION and DOES 1 to 25, inclusive, do business in the County of Los Angeles. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant GLOBAL INTEGRITY REALTY CORPORATION (hereinafter referred to as “GLOBAL INTEGRITY”) is a California Corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and

1 under the authority of their agency, employment, or representative capacity, with the consent
2 of his/her codefendants.

3 **GENERAL ALLEGATIONS**

4 6. Plaintiff started working for GLOBAL INTEGRITY on or around July 2021 as a
5 maintenance technician. During his employment, Plaintiff was classified as an hourly, non-
6 exempt employee. Plaintiff's employment ended on or around August 2023.

7 7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
8 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
9 Security Services USA, Inc., an onsite security provider. After about a year of employment,
10 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
11 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
12 termination of employment and weekly payment of wages to temporary employees. The trial
13 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
14 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
15 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
16 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
17 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
18 PAGA representative to sue for violations that the representative has personally suffered. The
19 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves
20 and others. The statute also states that an "aggrieved employee" is "any person who was
21 employed by the alleged violator and against whom one or more of the alleged violations was
22 committed." Because at least one of the violations that Huff had alleged had affected him
23 personally, the Court of Appeal denied Securitas' motion.
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27 8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
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1 other employees, it allows for suits broader than the specific violations the named employee
2 experienced. Therefore, even if the employee did not personally experience the Labor Code
3 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff's
4 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
5 other employees, including ALL hourly, non-exempt employees, irrespective of job title or job
6 duties, who worked for GLOBAL INTEGRITY at any time during the relevant PAGA period.

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8 9. It is Plaintiff's position that GLOBAL INTEGRITY has violated the following Labor
9 Code Sections against Plaintiff and other aggrieved employees, who include all non-exempt,
10 hourly employees who worked for GLOBAL INTEGRITY at their various locations in the
11 State of California during the relevant PAGA period.

12 10. GLOBAL INTEGRITY violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because
13 it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
14 including the statutory minimum wage for all hours worked and for "off the clock" work. This
15 is so because GLOBAL INTEGRITY had a company policy wherein they would
16 disproportionately round down the number of hours worked, resulting in "time shaving" and
17 further resulting in aggrieved employees not being paid for all hours worked. Moreover, since
18 Plaintiff and others engaged in work-related duties during their meal periods and while clocked
19 out, the latter would also be akin to a minimum wage violation. Furthermore, Plaintiff was not
20 compensated for all hours worked and while he was under the control of his employer because
21 Plaintiff would be "on call" without being compensated for it. Being "on call" meant
22 geographic restrictions for where Plaintiff could travel, in essence limiting him from engaging
23 in any personal activities due to having to report to work when called upon.

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26 11. Pursuant to California Industrial Welfare Commission Order No. 4/5-2001, Section
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1 9(B), “When tools or equipment are required by the employer or are necessary to the
2 performance of a job, such tools and equipment shall be provided and maintained by the
3 employer, except that an employee whose wages are at least two (2) times the minimum wage
4 provided herein may be required to provide and maintain hand tools and equipment
5 customarily required by the trade or craft.” GLOBAL INTEGRITY unequivocally required its
6 employees, including the maintenance technicians such as Plaintiff, to provide their own hand
7 tools for the performance of their job duties. As such, GLOBAL INTEGRITY violated the
8 aforementioned IWC Wage Order in that GLOBAL INTEGRITY required it’s employees to
9 provide and maintain hand tools and equipment customarily required by the trade but did NOT
10 compensate these employees, including Plaintiff, at least two (2) times the minimum wage at
11 all times.

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13 12. Due to the above “off the clock” violations, GLOBAL INTEGRITY also violated
14 Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees overtime
15 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or
16 40 hours per week throughout their employment. Plaintiff’s and other aggrieved employees’
17 actual work hours, especially due to working through meal periods, time shaving, and being
18 “on call”, entitled them to overtime compensation, however, GLOBAL INTEGRITY did not
19 compensate its hourly, non-exempt employees with the correct of overtime, despite the time
20 shaving, “off the clock” work, and “on call” work as described above. Furthermore, the reason
21 that the correct and proper overtime was not paid was because GLOBAL INTEGRITY failed
22 to include bonuses/incentive payments in calculating employees’ regular rate of pay for use in
23 deciphering the correct overtime rate of pay. Moreover, the incentive and bonus payments were
24 also not factored into employees’ regular rate for purposes of receiving meal and rest break
25 premiums per the Ferra v. Loews case.

1 13. GLOBAL INTEGRITY also violated Labor Code § 226.7 and the appropriate
2 Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and
3 other similarly situated aggrieved employees with timely 10-minute rest periods for every four
4 hours of work, or majority portion thereof, throughout their employment. GLOBAL
5 INTEGRITY did not completely relieve Plaintiff and others of all duty during said rest periods.
6 GLOBAL INTEGRITY did not pay to Plaintiff and others one additional hour of pay at
7 Plaintiff's regular rate of compensation for each workday that one or more statutory rest
8 periods was not provided or was interrupted. Consistent, timely rest periods were also simply
9 not part of the company policy and were not enforced. Plaintiff and others simply could not
10 take consistent rest breaks due to the workload and especially when the supervisors were
11 present. It was not part of the culture for employees such as Plaintiff to take multiple,
12 uninterrupted rest periods per day wherein they were relieved of all work duties.

14 14. GLOBAL INTEGRITY violated Labor Code §§ 512 and 226.7 and the appropriate
15 Industrial Welfare Commission Wage Order no.4/5 because it failed to provide hourly, non-
16 exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal
17 periods for every five (5) hours of work throughout their employment. GLOBAL INTEGRITY
18 did not completely relieve Plaintiff and other employees of all duty during said meal periods.
19 GLOBAL INTEGRITY did not pay to Plaintiff and its hourly, non-exempt employees one
20 additional hour of pay at their regular rate of compensation for each workday that one or more
21 statutory meal periods was not provided. Plaintiff and the hourly, non-exempt employees
22 would not receive meal periods before the 5th hour worked. In fact, and as mentioned above, it
23 was common practice for Plaintiff and others to clock out for a meal period, but then continue
24 working "off the clock". Furthermore, meal periods, if taken, were after the 5th hour worked,
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1 however, the time records were often edited/manipulated to reflect compliance on paper even
2 though that was not the reality of the situation.

3 15. Consequently, it was the normal practice and custom of GLOBAL INTEGRITY not to
4 authorize, permit, and enforce timely, uninterrupted, statutory meal periods. If GLOBAL
5 INTEGRITY had Plaintiff sign a meal period waiver, it would not be valid and enforceable
6 since Plaintiff and others generally worked more than a 6-hour shift. If GLOBAL INTEGRITY
7 had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through
8 the meal periods, it would be invalid and unenforceable because the nature of Plaintiff's job
9 does not and did not prevent him from taking a meal period and the company could have hired
10 "breakers" to relieve Plaintiff of his job duties so that he can actually take a timely,
11 uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow
12 for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff and others did
13 not always receive statutory, timely meal periods during their employment. To the extent that
14 GLOBAL INTEGRITY argues that employees receive meal break premium pay for missed
15 meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA
16 penalties are for the violations themselves, irrespective of whether an employee received the
17 premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire*
18 *Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice
19 between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*
20 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
21 extra hour of pay does not excuse the violation; the employer has still committed a violation
22 even if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar.
23 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at GLOBAL
24 INTEGRITY was not conducive to receiving consistent, timely, statutory meal breaks under
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1 California law. Moreover, any meal or rest break premiums paid were not compensated at the
2 weighted average regular rate, inclusive of bonuses and/or incentive payments as well as
3 overtime compensation.

4 16. Furthermore, during the relevant time period, and due to the above labor code
5 violations, GLOBAL INTEGRITY failed to pay Plaintiff and other similarly situated aggrieved
6 employees all wages due to them within any time period specified by California Labor Code
7 section 204. GLOBAL INTEGRITY was also in violation of California Labor Code section
8 226(a) by failing to include pertinent information on the wage statements, including but not
9 limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime
10 pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all
11 deductions, the correct start and end of the pay period, all employee identifying information,
12 the correct and complete name and address of the legal employer, and reimbursement for
13 business expenses, among others. As such, GLOBAL INTEGRITY did not provide Plaintiff
14 and other similarly situated aggrieved employees with complete, accurate itemized wage
15 statements.
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18 17. During the relevant time period, GLOBAL INTEGRITY also failed to keep accurate
19 and complete payroll records showing the actual hours worked per day and the wages paid to
20 Plaintiff and others pursuant to California Labor Code sections 1174(d).

21 18. GLOBAL INTEGRITY also violated Labor Code § 203 because it willfully failed to
22 pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon
23 separation of employment, either immediately upon involuntary termination, or within 72
24 hours of resignation. These earned but unpaid wages include compensation for all hours
25 worked, including minimum wages, overtime compensation, and premium pay for missed meal
26 and rest breaks.
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1 19. During the relevant time period, Plaintiff and other aggrieved employees incurred
2 necessary, business-related expenses and costs that were not reimbursed by GLOBAL
3 INTEGRITY. These costs include, but are not limited to, uniforms, use of personal cell phones
4 for work purposes, as well as hand tools and equipment for the maintenance work.
5 Accordingly, GLOBAL INTEGRITY was in violation of California Labor Code sections 2800
6 and 2802.

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8 **FIRST CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
11 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
1197.1, 1198, 2800, 2802)

12 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

13 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

15 21. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
16 Defendants of the specific violations of the California Labor Code that Defendants
17 and DOE defendants have violated and continue to violate.

18 22. Pursuant to California Labor code section 2699.3, no response was received from the
19 LWDA within 65 days of the postmark date of the above-alleged letter.

20 23. Plaintiff therefore has exhausted all administrative remedies required of him under
21 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
22 cause of action and pursue penalties in a representative action for Defendants' violations of the
23 Labor Code.
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26 24. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
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1 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the
5 procedures specified in California Labor Code section 2699.3.

6 25. Plaintiff is an “aggrieved employees” because Plaintiff was employed by
7 the alleged violator and had one or more of the alleged violations committed against him, and
8 therefore, is properly suited to represent the interests of other current and former hourly, non-
9 exempt employees who worked for GLOBAL INTEGRITY at all locations in the state of
10 California during the relevant PAGA Period.

12 26. Based on the acts alleged above, Plaintiff, on behalf of others, seek penalties under
13 California Labor Code sections 2698 and 2699 because of Defendants’ violations of numerous
14 provisions of the California Labor Code as alleged in this Complaint.

16 27. Plaintiff therefore has exhausted all administrative remedies required of him under
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
18 cause of action and pursue penalties in a representative action for Defendants’ violations of the
19 Labor Code.

20 28. California Labor Code section 2699 et seq. imposes penalties upon culpable
21 Defendants for violating the Labor Code.

23 29. California Labor Code section 558 establishes a civil penalty as follows: Any
24 employer or other person action on behalf of an employer who violates, or causes to be
25 violated, a section of this chapter or any provision regulating hours and days of work in any
26 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
27 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
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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...

30. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved employees in this specific cause of action under the Private Attorneys General Act.

31. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (no. 4/5) violated based on the facts alleged in this Complaint.

32. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as follows:

1. For the imposition of civil penalties;
2. For maximum civil penalties available under Labor Code Section 2699 against Defendants in a manner and amount authorized by that statute, as described more particularly in the Complaint and representative PAGA claims;

3. For all costs and disbursements incurred in this suit;
4. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
5. For such other and further relief as this Court may deem proper.

Respectfully submitted,

DATED: January 23, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff