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JOSE PINA and ZIPPORAH W. MBURU

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT, SPRING STREET COURTHOUSE**

10 JOSE PINA, individually and on behalf all
others similarly situated,

11 Plaintiffs,

12 vs.

13 ISL SECURITY, INC., a California
14 Corporation; LISA LAVIZANI, an individual;
DOES 1 through 50, inclusive,

15 Defendants.

Case No. 23STCV21756

Judge: Hon. Stuart M. Rice
Dept.: 1

CLASS ACTION

FIRST AMENDED COMPLAINT FOR DAMAGES

1. Violation of California Labor Code § 226.7 (Failure to Provide Meal and Rest Periods)
2. Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Lawful Wages)
3. Violation of California Labor Code §§ 510, 1194, and 1197.1 (Failure to Pay Overtime)
4. Violation of California Labor Code §§ 201-203 (Wages Not Paid Upon Termination)
5. Violation of California Labor Code § 204 (Failure to Pay All Wages by the Appropriate Time Period)
6. Violation of California Labor Code § 201.3 (Failure to Pay Security Guard Employees on a Weekly Basis)
7. Violation of California Labor Code § 226(a) (Improper Wage Statements)
8. Violation of California Labor Code §§ 1174, 1174.5 and 1198 (Failure to Maintain Records)
9. Violation of California Labor Code § 2802 (Failure to Reimburse Business Expenses);
10. Violation of California Business & Professions Code § 17200, et seq.

FILED
Superior Court of California
County of Los Angeles

01/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

(Unfair Competition)
11. Violation of California Labor Code
§§ 2698, et seq. (PAGA)

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiffs JOSE PINA and ZIPPORAH W. MBURU (“Plaintiffs”) bring this putative class action, on behalf of themselves and all other similar situated current and former non-exempt employees, against Defendants ISL Security, Inc., (“ISL”), Lisa Lavizani (“LAVIZANI”), and DOES 1 through 50 (collectively, “Defendants”) for numerous wage and hour violations.

2. This is a class action under California Code of Civil Procedure section 382 seeking recovery for Defendants’ violations of provisions of the California Labor Code (hereinafter “Labor Code”); California Business and Professions Code; the applicable Wage Order issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”); and related common law principles. Plaintiffs also bring this matter as a representative action pursuant to the Private Attorneys Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of themselves and all other aggrieved current and former non-exempt employees of Defendants for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

3. Plaintiffs bring this putative class action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 4 is applicable to Defendants’ business and trade.

4. Plaintiffs also bring this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable class period (hereinafter referred to as “Similarly Situated Employees”). Plaintiffs also bring this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable PAGA period (hereinafter referred to as “Aggrieved Employees”).

5. This complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against Defendants.

6. Plaintiffs are informed and believes and based thereon alleges that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees. Defendants' systematic pattern of wage and hour and IWC Wage Order violations toward Plaintiffs and other Similarly Situated Employees include, *inter alia*:

- a. Failure to pay all minimum, regular, and overtime wages;
- b. Failure to timely pay wages on a weekly basis;
- c. Failure to reimburse for all business expenses;
- d. Failure to provide compliant meal periods;
- e. Failure to provide compliant rest periods,
- f. Failure to maintain true and accurate records;
- g. Failure to provide accurate itemized wage statements; and
- h. Failure to timely pay wages due during and upon separation of employment.

7. Plaintiffs brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of themselves and all other Similarly Situated Employees of Defendants in California and all other Aggrieved Employees. Plaintiffs seeks to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201-204, 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business and Professions Code section 17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

8. Plaintiffs reserves the right to name additional representatives throughout the State of California.

PARTIES, THEIR AGENTS AND JOINT LIABILITY

9. Plaintiffs have been employed by Defendants as a non-exempt employee from in or around September 2022 to the present. Plaintiffs worked at various locations in and around the

1 Los Angeles County area. Currently, they work at a location with the address 21112 South
2 Figueroa Street, Carson, California 90745. Plaintiff Pina has worked at this location for
3 approximately the last seven months. Plaintiff Mburu has worked at this location from
4 approximately November 1, 2022.

5 10. At all relevant times herein, Plaintiff Pina was a resident and now is an individual
6 residing in the County of Los Angeles, State of California. At all relevant times herein, Plaintiff
7 Mburu was a resident and now is an individual residing in the County of Orange, State of
8 California.

9 11. At all relevant times herein, Defendant ISL is a California corporation with its
10 principal place of business within the State of California and was at all relevant times authorized
11 and did do business in the State of California. Defendant ISL was and is an employer of Plaintiffs
12 and of other Similarly Situated Employees within the meaning of the California Labor Code, the
13 applicable Wage Order. Defendant ISL exercised control over the wages, hours and working
14 conditions of Plaintiffs and other Similarly Situated Employees, and supervised their work.
15 Defendant ISL suffered and permitted Plaintiffs and other Similarly Situated Employees to work.
16 Defendant ISL knew or reasonably should have known that Plaintiffs and other Similarly Situated
17 Employees were subjected to unlawful working conditions.

18 12. All relevant times herein, Defendant ISL was an employer whose employees were
19 and are engaged to work in the State of California.

20 13. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
21 ISC and LAVIZANI are California residents and that LAVIZANI is an owner and officer of
22 Defendant ISL and operates and/or manages Defendant ISL, the company at issue in this lawsuit.
23 On information and belief, and based thereon alleged, Defendant LAVIZANI is a resident of the
24 County of Los Angeles in the State of California.

25 14. The true names and capacities, whether corporate, associate, individual or
26 otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiffs, who therefore
27 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §
28 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally

1 responsible in some manner for the events and happenings herein referred to and caused injuries
2 and damages proximately thereby to Plaintiffs and based on information and belief, and based
3 thereon alleged, to other Similarly Situated Employees, as herein alleged. Plaintiffs are informed
4 and believes and thereon alleges that each of said fictitious Defendants was responsible in some
5 way for the matters alleged herein and proximately caused Plaintiffs and members of the general
6 public and other Similarly Situated Employees to be subject to the illegal employment practices,
7 wrongs and injuries complained of herein. Plaintiffs will ask leave of court to amend this
8 Complaint to show their names and capacities when the same have been ascertained.

9 15. Whenever and wherever reference is made in this complaint to any act or failure to
10 act by a defendant or defendants, such allegations and references shall also be deemed to mean the
11 acts and/or failures to act by each defendant acting individually, jointly, and severally.

12 16. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-
13 conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has
14 been acting within the course and scope of said agency, conspiracy, joint venture, partnership,
15 and/or employment, with the knowledge and/or consent of co-Defendants, and each of them.
16 Moreover, Plaintiffs are informed and believes and thereon alleges that each Defendant has
17 authorized and/or ratified the wrongful activities of each of the remaining Defendants and their
18 agents.

19 17. At all times herein mentioned, each of said Defendants participated in the doing of
20 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
21 Defendants, and each of them, were the agents, servants and employees of each of the other
22 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
23 within the course and scope of said agency and employment.

24 18. At all relevant times, Plaintiffs and, on information and belief, other Similarly
25 Situated Employees of Defendants in California were subject to the same policies, practices, and
26 procedures governing their employment and their payment of wages and hours worked.

27 19. Plaintiffs are informed and believes and thereon alleges that at all times herein
28 mentioned Defendants and DOES 1 through 50, are and were corporations, business entities,

1 individuals, and partnerships, licensed to do business and actually doing business in the State of
2 California.

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

10 21. At all times herein mentioned, Defendants, and each of them, were members of,
11 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
12 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

13 22. At all times herein mentioned, the acts and omissions of various Defendants, and
14 each of them, concurred and contributed to the various acts and omissions of each and all of the
15 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
16 herein mentioned, Defendants, and each of them, ratified each and every act or omission
17 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
18 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
19 damages as herein alleged.

20 23. Plaintiffs alleges on information and belief that the named and DOE Defendants
21 were: (1) acting as express agents, ostensible agents, servants, partners, and/or employees of each
22 other; (2) acting within the scope of and pursuant to such agency and employment, and with the
23 full knowledge, consent, permissions, approval and ratification, either express or implied, of each
24 of the other defendants and benefited from the actions of every other defendant, thereby adopting
25 such conduct and actions as their own; (3) acting as other's alter egos; and (4) aiding and abetting
26 and offering substantial assistance to each other in the commissions of the alleged wrongful acts.

27 24. Plaintiffs are informed and believes, and based thereon alleges, that each and all of
28 the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each

1 acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any
2 and all Defendants were in accordance with, and represent the official policies of Defendants.

3 **JURISDICTION AND VENUE**

4 25. The California Superior Court has jurisdiction over this action pursuant to
5 California Constitution Article VI, Section 10, which grants the Superior Court original
6 jurisdiction in all causes except those given by statute to other trial courts. The statutes under
7 which this action is brought do not specify any other basis for jurisdiction. The Superior Court of
8 California has jurisdiction over this matter pursuant to the California Labor Code and the
9 California Business & Professions Code. The Court also has subject-matter jurisdiction to hear
10 this case because Plaintiffs are informed and believes that the monetary damages and restitution
11 sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior
12 Court.

13 26. The California Superior Court has jurisdiction over Defendants because American
14 Reclamation, Inc. is a California corporation with its principal place of business within the State of
15 California and was at all relevant times authorized and did do business in the State of California.
16 Further, Plaintiffs resides in the State of California and the illegal conduct herein took place within
17 the State of California.

18 27. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a)
19 and 395.5 because Defendants reside, maintain their principal California offices, transact business,
20 and/or have an agent in Los Angeles County and Defendants are otherwise within this Court's
21 jurisdiction for purposes of service of process. On information and belief, Defendants employ
22 numerous individuals throughout Los Angeles County in the State of California.

23 **CLASS ALLEGATIONS**

24 28. Plaintiffs restate and incorporate by reference all above stated paragraphs as though
25 set forth herein.

26 29. Defendant ISL is a security company providing security services to businesses
27 throughout California.

1 30. According to filings with the California Secretary of State, Defendant LAVIZANI
2 is the Chief Executive Officer, Secretary, Chief Financial Officer, and Director of Defendant ISL.

3 31. Plaintiff Pina was hired by Defendants on or around September 20, 2022 to work as
4 a security guard at different business locations. Plaintiff Mburu was hired by Defendants on or
5 about April 2022 to work as a security guard at different business locations.

6 32. During all relevant times, Plaintiffs were scheduled to work shifts of no less than
7 eight (8) hours, such as 11 p.m. to 7 a.m. and/or 3 p.m. to 11 p.m.

8 33. During all relevant times, Plaintiffs were classified as a non-exempt employee and
9 was paid by the hour. Plaintiffs are informed and believes, and based thereon alleges, that other
10 Similar Situated Employees were also classified as non-exempt employees and were paid by the
11 hour.

12 34. During all relevant times, Defendants paid Plaintiffs wages and provided wage
13 statements every two weeks. Plaintiffs are informed and believes, and based thereon alleges, that
14 other Similar Situated Employees were also paid and received wage statements every two weeks.

15 35. For the last seven months, Plaintiff Pina has worked as a security guard at a
16 business located at 21112 South Figueroa Street, Carson, California 90745. Plaintiff Mburu has
17 worked as a security guard at a business located at 21112 South Figueroa Street, Carson,
18 California 90745 since November 2022.

19 36. Defendants denied Plaintiffs and, on information and belief, other Similarly
20 Situated Employees certain rights afforded to them under the California Labor Code and the
21 Industrial Welfare Commission Wage Orders. Specifically, Defendants did not properly
22 compensate Plaintiffs and, on information and belief, other Similarly Situated Employees for all
23 hours worked, failed to pay overtime, failed to pay wages in a timely manner, failed to reimburse
24 Plaintiffs and, on information and belief, other Similarly Situated Employees for all necessary
25 expenses, failed to provide adequate and compliant meal and/or rest periods as well as failing to
26 pay the appropriate penalties for their failure to provide such meal and rest periods, failed to
27 provide Plaintiffs and, on information and belief, other Similarly Situated Employees with
28 accurate itemized wage statements, failed to maintain accurate records, and failed to pay Plaintiffs

1 and, on information and belief, other Similarly Situated Employees with all wages due and owing
2 by the times set forth by law.

3 37. Plaintiffs and, on information and belief, other Similarly Situated Employees,
4 worked more than eight hours a day and/or more than forty hours a week when employed by
5 Defendants in the positions of security guard and other non-exempt positions.

6 38. For example, when Plaintiffs and, on information and belief, other Similarly
7 Situated Employees, had to wait for the employee working the next shift, and had to wait beyond
8 eight (8) working hours, they would be required to clock out from their shift while they waited to
9 be relieved. Plaintiffs and, on information and belief, other Similarly Situated Employees would
10 be forced to wait between fifteen (15) minutes and forty-five (45) minutes off-the-clock to be
11 relieved of their shift by the employee who was scheduled for the subsequent shift. Plaintiffs and,
12 on information and belief, other Similarly Situated Employees, were not compensated for this time
13 spent waiting to be relieved from their shifts. Additionally, Plaintiffs are informed and believes,
14 and based thereon alleges, that Defendants would contact him and, Similarly Situated Employees
15 via phone during non-working hours and would not compensate them for this time.

16 39. Moreover, Plaintiffs are informed and believes, and based thereon alleges, that at
17 all relevant times, Defendants employed a rounding policy and/or practice of unlawfully rounding
18 Plaintiffs' and, on information and belief, other Similarly Situated Employees' time worked that
19 resulted in systematically undercompensating employees. Plaintiffs are informed and believes,
20 and based thereon alleges, that Defendants' rounding policy and/or practice was not fair and/or
21 neutral on its face and was applied in a way that favored the underpayment of Plaintiffs and, on
22 information and belief, other Similarly Situated Employees. As a result, Plaintiffs, and on
23 information and belief, other Similarly Situated Employees, did not receive the statutory minimum
24 wage for all time suffered or permitted to work because they were not properly compensated, nor
25 did they receive proper overtime compensation for all hours worked after the eighth hour in a
26 work day, after the twelfth hour of the work day, and/or after forty hours in a workweek.

27 40. Plaintiffs are informed and believes, and based thereon alleges, that at all relevant
28 times, Defendants failed to comply with Labor Code § 201.3, which requires employers of

1 security guards to pay their employees on a weekly basis. Plaintiffs and, on information and
2 believe, other Similarly Situated Employees, were at all relevant times paid every two weeks (i.e.,
3 bi-weekly) in violation of Labor Code § 201.3.

4 41. Plaintiffs are informed and believes, and based thereon alleges that, Defendants
5 have a company-wide policy and practice requiring Plaintiffs and, on information and belief, other
6 Similarly Situated Employees to use their personal cell phones for work, including, but not limited
7 to, accessing Defendant's timekeeping system via the "Protos" application to clock in their work
8 hours, as well as communicating via text or phone with superiors and/or coworkers during and
9 outside of work hours regarding various work-related issues, such as including but not limited to,
10 reporting security incidents.

11 42. Plaintiffs and other Similarly Situated Employees were required to expend their
12 personal minutes and/or data to use their personal cell phones for work. Defendants did not,
13 however, reimburse Plaintiffs and other Similarly Situated Employees for the use of their cell
14 phones for work-related use. Moreover, Plaintiffs and other Similarly Situated Employees were
15 required to use their personal cell phones to respond to access Defendants' timekeeping program
16 through "Protos" in order to clock in their working hours, as well as to receive and respond to text
17 messages and phone calls from superiors and to report tasks and incidents during and after their
18 scheduled shift hours. Thus, Defendants required that Plaintiffs and other Similarly Situated
19 Employees to utilize their personal cell phones in the discharge of their duties without providing
20 reimbursement. As such, Plaintiffs and other Similarly Situated Employees did not receive any
21 reimbursement for the use of their personal cell phones, as required by California law. Despite
22 Defendants' knowledge that Plaintiffs and, on information and belief, other Similarly Situated
23 Employees, were required to and did incur these expenses, Defendants failed to provide
24 appropriate reimbursement for these expenses, in violation of Labor Code §§ 450, 451, and 2802.

25 43. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
26 violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage
27 Order by not providing Plaintiffs and Similarly Situated Employees the opportunity to take
28 compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours

1 and by also not providing Plaintiffs and Similarly Situated Employees the opportunity to take a
2 second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess
3 of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour
4 of wages on such occasions. Although the nature of Plaintiffs', and on information and belief
5 Similarly Situated Employees' work did not require them to take on-duty meal breaks,
6 Defendants' policy was that employees were required to remain on-site at their posts during their
7 shifts and be available by radio or phone made it so that Plaintiffs and, on information and belief,
8 Similarly Situated Employees, could not be relieved of all duties. Plaintiffs, and on information
9 and belief, Similarly Situated Employees also did not receive compliant meal periods in that they
10 would be taken beyond the fifth hour, they would be interrupted, or they would not be able to take
11 the minimum legally allotted time for a meal period. Plaintiffs are informed and believes, and
12 based thereon alleges, that Defendants understaffed the locations so that there was no one else to
13 patrol the premises and also allow its employees to take compliant meal breaks. For example,
14 Plaintiffs are informed and believes, and based thereon alleges, that Defendants' only provided
15 one security guard per shift at each facility. Plaintiffs are informed and believes, and based
16 thereon alleges, that being the only security at the location, employees were unable to take a meal
17 break because they could not leave their post unattended and needed to respond to any calls
18 coming through the radio or cell phone. Due to Defendants' understaffing and requirements,
19 Plaintiffs, and on information and belief, Similarly Situated Employees, were required to be on
20 duty and work through their meal breaks.

21 44. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
22 violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by
23 not authorizing or permitting Plaintiffs, and on information and belief, Similarly Situated
24 Employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major
25 fraction thereof. Plaintiffs are informed and believes, and based thereon alleges, that for the same
26 reasons as stated above with respect to meal breaks, Defendants did not authorize or permit
27 Plaintiffs, and on information and belief, Similar Situated Employees, to take legally compliant
28 rest breaks. Furthermore, Defendants did not provide adequate resting facilities for Plaintiffs, and

1 on information and belief, Similarly Situated Employees to take breaks. Plaintiffs, and on
2 information and belief, Similarly Situated Employees, would either not be able to take their rest
3 breaks at all, not be able to take their rest breaks in a timely manner, would not receive the
4 minimum legally allotted time for a rest break, and/or would be interrupted during their legally
5 mandated rest breaks. Despite the fact that Plaintiffs, and on information and belief, Similarly
6 Situated Employees did not receive legally complaint rest breaks and legally compliant meal
7 periods, Defendants did not provide adequate compensation, nor did Defendants provide any
8 premium wages for these missed breaks, as required by law.

9 45. Defendants did not and are not keeping accurate records or work hours for
10 Plaintiffs and, information and belief, other Similarly Situated Employees. Moreover, as alleged
11 above, Defendants failed to accurately record Plaintiffs' and, on information and belief, other
12 Similarly Situated Employees' hours worked, including but not limited to, Defendants failure to
13 record the proper beginning and end of each work period, the total hours worked during the pay
14 period, the applicable rates of pay, and the wages paid. For example, Plaintiffs are informed and
15 believes, and based thereon alleges, that meal breaks were not accurately recorded on time records
16 in violation of the Wage Order. As a direct consequence of Defendants' illegal policies,
17 Defendants did not keep accurate records of the actual hours that Plaintiffs and, on information
18 and belief, other Similarly Situated Employees were under the control of Defendants, including,
19 but not limited to, time suffered and permitted to work, as well as all wages earned.

20 46. Defendants similarly failed to provide Plaintiffs and, upon information and belief,
21 other Similarly Situated Employees with accurate itemized wage statements. Defendants violated
22 Labor Code § 226(a) by issuing wage statements to Plaintiffs and to other Similarly Situated
23 Employees that did not include: (1) the correct total regular and overtime hours worked, (2) the
24 correct amount of gross and net wages earned, and (3) all applicable hourly rates and the
25 corresponding number of hours worked at each hourly rate, as required under Labor Code section
26 226.

47. To this date, Defendants have not paid Plaintiffs and, on information and belief, other Similarly Situated Employees all wages owed, including all minimum, regular and overtime wages.

48. Defendants failed to pay Plaintiffs and, on information and belief, other Similarly Situated Employees of Defendants all wages due during their employment because Defendants did not pay Plaintiffs and other Similarly Situated Employees all minimum, regular, and overtime wages owed, within the time required by Labor Code § 204.

49. Based on the policies and practices set forth above, Defendants failed to provide Plaintiffs and, on information and belief, to other Similarly Situated Employees with accurate wage statements in violation of Labor Code § 226 and to pay all final wages owed to terminated employees under Labor Code § 203.

50. Plaintiffs are informed and believes, and based thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and personnel practices; and (3) the requirements of California and federal law.

51. Defendants knew or should have known that it had a duty to properly compensation Plaintiffs and other Similarly Situated Employees, and it willfully, knowingly, and intentionally failed to do so in order to increase its profits.

52. Defendants knew or should have known that Plaintiffs and the other Similarly Situated Employees were entitled to immediate payment of their wages upon the termination of their employment.

53. Defendants knew or should have known that it was required to keep accurate payroll records showing the hours that Plaintiffs and the other Similarly Situated Employees worked.

54. Defendants knew or should have known that Plaintiffs and the other Similarly Situated Employees were entitled to receive complete and accurate wage statements in accordance with California law.

1 55. Defendants knew or should have known that it had an obligation to pay for all
2 hours worked by Plaintiffs and the other Similarly Situated Employees, without reduction or
3 rounding, but it willfully, knowingly, and intentionally failed to do so.

4 56. Defendants knew or should have known that it had an obligation to reimburse
5 Plaintiffs and other Similarly Situated Employees for business expenditures, such as cell phones
6 and uniforms required for the performance of their jobs.

7 57. Based on the foregoing violations of the Labor Code and IWC Wage Order,
8 Defendants engaged in unfair business practices in California and willingly and knowingly
9 engaged in an employment pattern and practice that violated Business & Professions Code §
10 17200 *et seq.* Plaintiffs and, on information and belief, other Similarly Situated Employees
11 suffered damages due to Defendants' unfair, unlawful and/or fraudulent actions.

12 58. As a direct result of Defendants' violations alleged herein, Plaintiffs and the other
13 Similarly Situated Employees suffered and continue to suffer losses related to the use and
14 enjoyment of wages due and owing to them, all to their respective damage in an amount to be
15 shown according to proof at trial and within the jurisdictional limitations of this Court.

16 59. Plaintiffs brings Causes of Action One through Tenth as a Class Action pursuant to
17 California Code of Civil Procedure § 382 on behalf of himself and all current and former non-
18 exempt employees of Defendants who were affected by Defendants' Labor Code, Business and
19 Professions Code, and IWC Wage Order violations, as alleged herein.

20 60. Plaintiffs seeks to represent the following Class, which is defined as:

21 **The Non-Exempt Class:**

22 "All current and former non-exempt security guard employees who
23 worked for Defendants in the State of California at any time from
24 September 8, 2019 through the present."

25 61. Plaintiffs also seeks to represent the following Subclass, which is defined as:

26 **The Waiting Time Penalties Subclass:**

“All members of the Non-Exempt Class, whose employment with Defendants ended at any time from September 8, 2020 through the present.”

62. **Reservation of Rights:** Pursuant to California Rule of Court 3.765(b), Plaintiffs reserve the right to amend or modify the class definitions with greater specificity, by further division into subclasses, and/or limitation to particular issues.

63. Causes of Action One through Tenth are appropriately suited for a class action pursuant to § 382 of the Code of Civil Procedure because the following requirements are met:

A. Numerosity and Ascertainability

64. The members of the Class and Subclass are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiffs has not yet determined the precise number of members of the Class and Subclass, Plaintiffs are informed and believe that the Classes and Subclass likely consists of over 100 individuals. Although the exact number is currently unknown to Plaintiffs, this information is easily ascertainable from Defendants’ time and payroll records and other personnel records. The identity of the members of the Class and Subclass is also readily ascertainable by review of Defendants’ records, including payroll records.

B. Commonality and Predominance

65. Common questions of law and fact exist as to all class members and predominate over any questions affecting only individual members of the Class or Subclass. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide accurate, itemized wage statements; (b) failing to pay overtime for all hours worked; (c) failing to pay minimum wages for all hours worked; (d) failing to timely pay its employees on a weekly basis, (e) failing to provide adequate and compliant meal and rest periods, (f) failing to provide required reimbursements to its employees, (g) failing to provide meal and rest breaks; and (h) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code and the applicable Wage Orders.

66. The common questions of law and fact that predominate include, but are not limited to:

- a. Whether Defendants failed to provide adequate and compliant meal and rest periods to Non-Exempt Class Members;
- b. Whether Defendants failed to pay Non-Exempt Class members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Defendants;
- c. Whether Defendants failed to timely pay its employees on a weekly basis;
- d. Whether Defendants failed to pay Non-Exempt Class members all overtime wages for all hours, or fraction of hours, worked and under the control of Defendant;
- e. Whether Defendants failed to indemnify Non-Exempt Class members for necessary business expenses incurred in direct consequence of the discharge of their duties;
- f. Whether Defendants failed to properly and accurately record and maintain records of all hours worked and wages earned by Non-Exempt Class members;
- g. Whether Defendants failed to provide Non-Exempt Class members with accurate itemized wage statements showing, among other things, the correct number of hours worked and the correct amount of gross and net wages earned; and
- h. Whether Defendants failed to pay Waiting Time Penalties Subclass members all of their wages owed within the required time frames upon separation of employment.

C. Typicality

67. Plaintiffs' claims are typical of the claims of all class members because Plaintiffs and all class members' claims arise from the same event, practice and/or course of conduct of Defendants. Plaintiffs was not provided compliant meal or rest periods. Plaintiffs was not provided proper and accurate itemized wage statements identifying all hours worked and payment for all minimum and overtime wages, as well as premium pay for missed meal and rest breaks.

1 Plaintiffs did not get paid on a weekly basis as required by the Labor Code for security employees.
2 Plaintiffs did not get paid proper overtime compensation for all hours worked after the eighth hour
3 in a workday and/or forty hours in a workweek. Plaintiffs was not paid for all hours he worked for
4 Defendants. Plaintiffs was required to by Defendants and did use his own cell phone for work,
5 which was not reimbursed by Defendants. As such, Plaintiffs are a member of the Class and has
6 suffered the alleged violations of the Labor Code identified herein and the applicable Wage Order.
7 Plaintiffs and all class members sustained injuries and damages as a result of Defendants' illegal
8 policies, practices and/or common course of conduct in violation of California wage and hour laws
9 and/or illegal, unfair, or fraudulent business practices.

10 68. Furthermore, Plaintiffs' claims under the Labor Code and the applicable IWC
11 Wage Order are typical of the Class and Subclass because Defendants' failure to comply with the
12 provisions of California's wage and hour laws which entitles Plaintiffs and each class member to
13 similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of
14 action are the same and the remedies sought by Plaintiffs and all class members are the same.

15 69. The California Labor Code upon which Plaintiffs bases these claims is broadly
16 remedial in nature. These laws and labor standards serve an important public interest in
17 establishing minimum working conditions and standards in California. These laws and labor
18 standards protect the average working employee from exploitation by employers who may seek to
19 take advantage of superior economic and bargaining power in setting onerous terms and
20 conditions of employment.

21 70. The nature of this action and the format of laws available to Plaintiffs and members
22 of the Class identified herein make the class action format a particularly efficient and appropriate
23 procedure to redress the wrongs alleged herein. If each employee were required to file an
24 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage
25 since it would be able to exploit and overwhelm the limited resources of each individual Plaintiffs
26 with Defendant's vastly superior financial and legal resources. Requiring each Class member to
27 pursue individual remedy would also discourage the assertion of lawful claims by employees who
28

1 would be disinclined to file an action against their former and/or current employer for real and
2 justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

3 71. The prosecution of separate actions by the individual class members, even if
4 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to
5 individual Class members against the Defendant and which would establish potentially
6 incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to
7 individual Class members which would, as a practical matter, be dispositive of the interest of the
8 other Class members not parties to the adjudications or which would substantially impair or
9 impede the ability of the Class members to protect their interests. Further, the claims of the
10 individual members of the Class are not sufficiently large to warrant vigorous individual
11 prosecution considering all of the concomitant costs and expenses.

12 72. Such a pattern, practice and uniform administration of corporate policy regarding
13 illegal employee compensation described herein is unlawful and creates an entitlement to recovery
14 by the Plaintiffs and the Class identified herein, in a civil action, for unpaid overtime, unpaid
15 minimum wages, including interest thereon, applicable penalties and premium pay, reasonable
16 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-204,
17 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
18 1198, 2802, California Business and Professions Code section 17200, *et seq.*, the provisions of the
19 applicable IWC Wage Order and Code of Civil Procedure § 1021.5.

20 73. Proof of a common business practice or factual pattern, which the named Plaintiffs
21 experienced and is representative of, will establish the right of each of the members of the Class to
22 recovery on the causes of action alleged herein.

23 74. The Class is commonly entitled to a specific fund with respect to the compensation
24 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those
25 funds being improperly withheld by Defendant. This action is brought for the benefit of the entire
26 class and will result in the creation of a common fund.

D. Adequacy of Representation

75. Plaintiffs has no fundamental conflict of interest with the Class or Subclass he seeks to represent. Plaintiffs will adequately protect the interests of all class members because it is in Plaintiffs' best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to him and putative class members. The named Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interest of the class defined above.

76. Plaintiffs retained attorneys who are experienced employment law litigators with significant wage and hour and class action experience. Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the class and the individual Plaintiffs.

E. Superiority of Class Action

77. Plaintiffs believes a class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable. Class action treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

78. Plaintiffs knows of no difficulty that might be encountered in the management of this suit, which would preclude maintenance as a class action.

FIRST CAUSE OF ACTION

Failure to Provide Meal and Rest Periods

(Violation of Labor Code § 226.7)

[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]

79. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

80. Defendants intentionally failed to ensure that its employees, including Plaintiffs and the Class Members, had the opportunity to take and were provided with all proper meal periods and rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order.



1 81. Plaintiffs and Class Members were suffered and permitted to work through
2 legally required meal breaks and rest breaks and were denied the opportunity to take their
3 meal and rest breaks. As such, Defendants are responsible for paying premium compensation
4 for missed meal periods and rest periods pursuant to Labor Code§ 226.7 and the applicable
5 IWC Wage Order.

6 82. Plaintiffs and Class Members worked in excess of five hours per day and
7 accordingly, had a right to take a 30-minute meal period each day worked in excess of five
8 hours. Furthermore, Plaintiffs and Class Members who worked in excess of ten hours per day
9 had a right to take a second 30-minute meal period each day worked in excess of ten hours.

10 83. Plaintiffs and Class Members who worked at least three and one-half hours had
11 a right to take at least a 10-minute duty free rest period for each four hours or major
12 fraction thereof that they worked.

13 84. As a pattern and practice, Defendants regularly required employees to work
14 through their meal periods without proper compensation and denied Plaintiffs and their
15 employees the right to take proper meal periods and rest breaks as required by law.

16 85. Defendants' policy of requiring employees to work through their legally
17 mandated meal periods and rest breaks not allowing them to take proper meal periods and rest
18 breaks is a violation of California law.

19 86. Defendants' policy of never paying for a missed meal period that was not
20 lawfully provided is a further violation of California law.

21 87. Plaintiffs are informed and believes and based thereon allege that Defendants
22 willfully failed to pay employees who were not provided the opportunity to take meal breaks
23 or rest periods the premium compensation set out in Labor Code § 226.7 and the applicable
24 IWC Wage Order, and that Plaintiffs and Class Members are owed wages for the meal period
25 violations and rest period violations set forth above.

26 88. Plaintiffs are informed and believe and based thereon allege Defendants' willful
27 failure to provide Plaintiffs and Class Members the wages due and owing them upon separation
28 from employment results in a continue payment of wages up to thirty days from the time the

wages were due. Therefore, Plaintiffs and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

89. Plaintiffs and the Class Members are entitled to recover from Defendants the unpaid balance of the unpaid premium compensation pursuant to California Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties, reasonable attorney's fees, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Pay Lawful Wages

(Violation of Labor Code §§ 1194, and 1197, 1197.1)

[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]

90. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

91. This cause of action is brought pursuant to Labor Code §§ 1194, and 1197, and 1197.1, which require an employer to pay employees minimum wages for all hours worked less than eight hours in a day and/or less than 40 hours in a workweek.

92. As a pattern and practice, Defendants suffered and permitted employees to work without payment of minimum wages for all hours worked in a workday and workweek.

93. Defendants forced employees to work off-the-clock and/or used an illegal time shaving and/or rounding policies which resulted in time during which Plaintiffs and other Similarly Situated Employees were subject to the control of Defendants but were not paid wages for that time. Specifically, Plaintiffs are informed and believes, and based thereon alleges, that Defendants had a policy and/or practice of unlawfully rounding Plaintiffs' and other Similarly Situated Employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Plaintiffs and other Similarly Situated Employees. Over a period of time, Defendants' illegal policy resulted in systematically undercompensating Plaintiffs and other Similarly Situated Employees to the detriment of Plaintiffs and other Similarly Situated

1 Employees and to the benefit of Defendants. As such, Defendants failed to pay Plaintiffs and
2 other Similarly Situated Employees for all the hours that they worked without reduction or
3 rounding. Additionally, Defendants required Plaintiffs, and on information and belief, Similarly
4 Situated Employees, to clock out at their scheduled time, but remain at the worksite while they
5 waited for the next employee to arrive for his/her shift. Defendants did not count this time as
6 hours worked. Additionally, Defendants would contact Plaintiffs and on information and belief,
7 other Similarly Situated Employees on days off, while off-the-clock, and they would not
8 compensate them for that time worked. As a result of Defendants' illegal practices and/or
9 policies, Plaintiffs and other Similarly Situated Employees did not receive the statutory minimum
10 wage for all time suffered or permitted to work because they were not properly compensated, they
11 did not receive proper overtime compensation for all hours worked over eight hours in any
12 workday and for all hours worked more than forty hours in the workweek.

13 94. As a result, Plaintiffs and the Non-Exempt Class did not receive the statutory
14 minimum wage for all time suffered or permitted to work because they were not properly
15 compensated. Defendant had a uniform corporate pattern and practice and procedure regarding
16 the above practices in violation of Labor Code §§ 1194, 1197 and 1197.1.

17 95. Such a pattern, practice and uniform administration of corporate policy regarding
18 illegal employee compensation as described herein is unlawful and creates an entitlement to
19 recovery by Plaintiffs and the Non-Exempt Class in a civil action, for the unpaid balance of the
20 full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of
21 suit according to the mandate of California Labor Code §§ 218.5, 1194, 1197 and 1197.1.

22 96. Plaintiffs are informed and believes, and based thereon allege, that Defendants'
23 willful failure to provide all minimum wages due and owing Plaintiffs and Class Members upon
24 separation from employment results in a continued payment of wages up to thirty (30) days from
25 the time the wages were due. Therefore, Plaintiffs and other members of the Class who have
26 separated from employment are entitled to compensation pursuant to Labor Code § 203.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime**

3 **(Violation of Labor Code §§ 510, 1194, and 1197.1)**

4 **[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all**
5 **Defendants]**

6 97. Plaintiffs restate and incorporate by reference all above stated paragraphs as though
7 set forth herein.

8 98. This cause of action is brought pursuant to Labor Code §§ 510, 1194, and 1197.1,
9 which require an employer to pay employees overtime at a rate of one and one-half the employee's
10 regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek,
11 and twice the employee's regular rate of pay for work in excess of 12 hours in one day and/or on
12 any seventh work day of a workweek.

13 99. Defendants used an illegal time shaving and/or rounding policies and required
14 Plaintiffs to work off-the-clock, which resulted in time during which Plaintiffs and other Similarly
15 Situated Employees were subject to the control of Defendants but were not paid wages for that
16 time. Specifically, Defendants would require Plaintiffs and other Similarly Situated Employees to
17 clock out while they waited for the next employee to arrive for the subsequently scheduled shift.
18 Additionally, Defendants would contact Plaintiffs and Similarly Situated Employees during non-
19 work hours regarding work issues. Moreover, Defendants had a policy and/or practice of
20 unlawfully rounding Plaintiffs' and other Similarly Situated Employees' time worked that resulted
21 in systematically undercompensating employees. Defendants' rounding policy and/or practice
22 was not fair and neutral on its face and was applied in a way that favored the underpayment of
23 Plaintiffs and other Similarly Situated Employees. Over a period of time, Defendants' illegal
24 policy resulted in systematically undercompensating Plaintiffs and other Similarly Situated
25 Employees to the detriment of Plaintiffs and other Similarly Situated Employees and to the benefit
26 of Defendants. As such, Defendants failed to pay Plaintiffs and other Similarly Situated
27 Employees for all the hours that they worked without reduction or rounding. Additionally,
28 Defendants required Plaintiffs, and on information and belief, Similarly Situated Employees, to





1 clock out at their scheduled time, but remain at the worksite while they waited for the next
2 employee to arrive for his/her shift. Defendants did not count this time as hours worked.
3 Additionally, Defendants would contact Plaintiffs and on information and belief, other Similarly
4 Situated Employees on days off, while off-the-clock, and they would not compensate them for that
5 time worked. As a result of Defendants' illegal practices and/or policies, Plaintiffs and other
6 Similarly Situated Employees did not receive the statutory minimum wage for all time suffered or
7 permitted to work because they were not properly compensated, they did not receive proper
8 overtime compensation for all hours worked over nine hours in any workday and for all hours
9 worked more than forty hours in the workweek with respect to personal attendants and they did
10 not receive proper overtime compensation for all hours worked over eight hours in any workday
11 and for all hours worked more than 40 hours in the workweek as to other non-exempt employees.

12 100. As a result, Plaintiffs and the Non-Exempt Class did not receive the statutory
13 overtime wage for all time suffered or permitted to work because they were not properly
14 compensated. Defendants had a uniform corporate pattern and practice and procedure regarding
15 the above practices in violation of Labor Code §§ 510, and 1194.

16 101. Such a pattern, practice and uniform administration of corporate policy regarding
17 illegal employee compensation as described herein is unlawful and creates an entitlement to
18 recovery by Plaintiffs and the Non-Exempt Class in a civil action, for the unpaid balance of the
19 full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of
20 suit according to the mandate of California Labor Code §§ 218.5, 558, 1194, and 1197.1.

21 102. Plaintiffs are informed and believes, and based thereon allege, that Defendants'
22 willful failure to provide all overtime wages due and owing Plaintiffs and Class Members upon
23 separation from employment results in a continued payment of wages up to thirty (30) days from
24 the time the wages were due. Therefore, Plaintiffs and other members of the Class who have
25 separated from employment are entitled to compensation pursuant to Labor Code § 203.

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27
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FOURTH CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation of Employment

(Violation of Labor Code §§ 201 & 203)

[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class and the Waiting Time Penalties Subclass Against all Defendants, Except Defendant Lavizani]

103. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

104. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 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. Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

105. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

106. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay Plaintiffs, the Non-Exempt Class and Waiting Time Penalties Subclass all wages due and owing to them, including minimum wages, overtime wages, and regular wages for all the time they were suffered or permitted to work or were engaged in work under Defendants' control, as well as all meal period premiums and rest period premiums owed within the time required by Labor Code §§ 201, 202, and 204 as applicable.

107. To date, Plaintiffs has not yet received all wages due and payable, including but not limited to, minimum wages, overtime wages, regular wages, and meal and rest period premium wages owing to him. On information and belief, members of the Non-Exempt Class and Waiting



Time Penalties Subclass have not yet received all minimum wages, overtime wages, regular wages, and meal and rest premium wages due and owing to them.

108. As a direct result of Defendants' violations alleged herein, Plaintiffs, the Non-Exempt Class and the Waiting Time Penalties Subclass members suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

FIFTH CAUSE OF ACTION

Failure to Timely Pay All Wages By The Appropriate Time Period

(Violation of Labor Code §§ 204)

[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class and the Waiting Time Penalties Subclass Against all Defendants, Except Defendant Lavizani]

109. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

110. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 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. Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

111. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

112. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay Plaintiffs, the Non-Exempt Class and Waiting Time Penalties Subclass all wages due and owing to them, including minimum wages, overtime wages, and

1 regular wages for all the time they were suffered or permitted to work or were engaged in work
2 under Defendants' control, as well as all meal period premiums and rest period premiums owed
3 within the time required by Labor Code §§ 201, 202, and 204 as applicable.

4 113. To date, Plaintiffs has not yet received all wages due and payable, including but not
5 limited to, minimum wages, overtime wages, regular wages, and meal and rest period premium
6 wages owing to him. On information and belief, members of the Non-Exempt Class and Waiting
7 Time Penalties Subclass have not yet received all minimum wages, overtime wages, regular
8 wages, and meal and rest premium wages due and owing to them.

9 114. As a direct result of Defendants' violations alleged herein, Plaintiffs, the Non-
10 Exempt Class and the Waiting Time Penalties Subclass members suffered and continue to suffer
11 losses related to the use and enjoyment of wages due and owing to them, all to their respective
12 damage in an amount to be shown according to proof at trial and within the jurisdictional
13 limitations of this Court.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Timely Pay Wages to Security Guard Employees**

16 **(Violation of Labor Code § 201.3)**

17 **[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all**
18 **Defendants]**

19 115. Plaintiffs restate and incorporate by reference all above stated paragraphs as though
20 set forth herein.

21 116. This cause of action is brought pursuant to Labor Code § 201.3 which requires
22 employers in the security services industry to pay its security guard employees their wages no less
23 frequently than weekly.

24 117. Throughout his employment, Plaintiffs, and on information and belief, Similarly
25 Situated Employees, were paid wages by Defendants every two weeks (i.e., bi-weekly), in
26 violation of Labor Code § 201.3.

27 118. As a direct result of Defendants' violations alleged herein, Plaintiffs, the Non-
28 Exempt Class suffered and continue to suffer losses related to the use and enjoyment of wages due



1 and owing to them, as well as civil penalties, all to their respective damage in an amount to be
2 shown according to proof at trial and within the jurisdictional limitations of this Court.

3 **SEVENTH CAUSE OF ACTION**

4 **Improper Wage Statements**

5 **(Violation of Labor Code § 226)**

6 **[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all**
7 **Defendants, Except Defendants Lavizani]**

8 119. Plaintiffs restate and incorporate by reference all above stated paragraphs as though
9 set forth herein.

10 120. Defendant failed in its affirmative obligation to provide accurate itemized wage
11 statements. Defendant, as a matter of policy and practice, did not provide accurate records in
12 violation of Labor Code § 226 by failing to provide accurate payroll records for Plaintiffs and the
13 Class.

14 121. Here, Plaintiffs and the Class were paid hourly. As such, the wage statements
15 should have reflected the number of hours worked and the applicable hourly rates, pursuant to
16 Labor Code§ 226(a)(9). Defendants similarly failed to provide Plaintiffs and the Non-Exempt
17 Class with accurate itemized wage statements. Additionally, Defendants violated Labor Code §
18 226(a) by issuing wage statements that did not include: (1) the correct total regular and overtime
19 hours worked, (2) the correct amount of gross and net wages earned, and (3) all applicable hourly
20 rates and the corresponding number of hours worked at each hourly rate, as required under Labor
21 Code section 226. As such, Defendants violated Labor Code section 226(a) by not providing
22 accurate, itemized wage statements to Plaintiffs and the Non-Exempt Class by not accurately
23 reflecting the hours worked.

24 122. Such a pattern, practice and uniform administration of corporate policy as described
25 herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class identified
26 herein, in a civil action, for all damages or penalties pursuant to Labor Code§ 226, including
27 interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor
28 Code § 226.

EIGHT CAUSE OF ACTION

Failure To Maintain Records

(Violation of Labor Code § 1174, 1174.5, and 1198.5)

[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all Defendants, Except Defendant Lavizani]

123. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

124. Labor Code § 1174 required Defendants to “[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.”

125. Labor Code § 1174.5 provides that “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

126. Labor Code § 1198.5 required Defendants to maintain a copy of each employee’s personnel records for a period of not less than three years after termination of employment.

127. As alleged herein, Defendants did not and are not keeping accurate records or work hours for Plaintiffs and the Non-Exempt Class. Moreover, Defendants failed to accurately record Plaintiffs’ and the Non-Exempt Class’ hours worked, including but not limited to, Defendants failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. As a direct consequence of Defendants’ illegal policies, Defendants did not keep accurate records of the actual hours that Plaintiffs and the Non-Exempt Class were under the control of Defendants, including, but not limited to, time suffered and permitted to work, as well as all wages earned. Such a pattern, practice and uniform administration of corporate policy regarding lack of maintaining of records as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Non-



1 Exempt Class in a civil action for penalties, attorneys' fees, and costs of suit according to the
2 mandate of California Labor Code §§ 1174.5 and 1198.5.

3 **NINTH CAUSE OF ACTION**

4 **Failure To Reimburse Business Expenses**

5 **(Violation of Labor Code §§ 450, 451 and 2802)**

6 **[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all**
7 **Defendants, Except Defendant Lavizani]**

8 128. Plaintiffs restate and incorporate by reference all above stated paragraphs as though
9 set forth herein.

10 129. Labor Code § 450 prohibits an employer from coercing an employee to purchase
11 anything of value from the employer. Labor Code § 2802 requires an employer to indemnify its
12 employees for all necessary expenditures or losses incurred by an employee in direct consequence
13 of the discharge of his or her duties of employment.

14 130. Labor Code § 2802(b) states, "[a]ll awards made by a court ... for reimbursement
15 of necessary expenditures" shall carry interest, at the same rate as judgments in civil actions, and
16 said interest will accrue from the date on which the employee incurred the necessary expenditure
17 including, but not limited to, reasonable costs and attorney's fees incurred by the employee in
18 enforcing their rights granted pursuant to Labor Code § 2802. The exact amount of the necessary
19 expenditures or losses is in an amount to be proven at time of trial.

20 131. Furthermore, Labor Code § 2802(c) states, "[f]or the purposes of this section, the
21 term 'necessary expenditures or losses' shall include all reasonable costs, including, but not
22 limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

23 132. Plaintiffs and the Non-Exempt Class incurred expenses in direct consequence of the
24 discharge of their duties of employment with Defendants, but Defendants failed to adequately
25 reimburse them for such expenses.

26 133. As mentioned, Defendants required Plaintiffs and other Similarly Situated
27 Employees to use their personal cell phones as part of their regular duties. Defendants required
28 Plaintiffs and other Similarly Situated Employees to use a timekeeping application to clock in and

1 out of their shifts, as well as to communicate with their superiors and colleagues regarding work
2 and incidents. Plaintiffs and other Similarly Situated Employees were required to expend their
3 personal minutes and data to use their personal phones. Defendants did not, however, reimburse
4 Plaintiffs and other Similarly Situated Employees for the use of their cell phones for work-related
5 use. Moreover, as alleged above, Plaintiffs and other Similarly Situated Employees were required
6 to use their personal cell phones to respond to text messages and phone calls from superiors and to
7 report tasks during and after their scheduled shift hours. Thus, Defendants required that Plaintiffs
8 and other Similarly Situated Employees to utilize their personal cell phones in the discharge of
9 their duties without providing reimbursement. As such, Plaintiffs and other Similarly Situated
10 Employees did not receive any reimbursement for the use of their personal cell phones, as required
11 by California law.

12 134. As a direct result of Defendants' violations alleged herein, Plaintiffs and the Non-
13 Exempt Class suffered and continue to suffer, substantial losses related to Defendants' failure to
14 indemnify them for the expenses and losses, including the use and enjoyment of such monies, lost
15 interest on such monies and expenses, and attorney's fees and costs in seeking to compel
16 Defendants to fully perform its obligations under state law, all to their respective damage in
17 amounts according to proof at trial and within the jurisdictional limitations of this Court.

18 135. Plaintiffs seeks to recover in a civil action to the fullest extent permissible all
19 available remedies including but not limited to the unpaid balance of the indemnification from
20 Defendants' violations, interest thereon permitted by Labor Code § 2802(b), reasonable attorney's
21 fees and costs of suit, declaratory relief, and any other permitted remedies including those
22 permitted pursuant to Labor Code § 2802 and Code of Civil Procedure § 1021.5. The exact
23 amount of reimbursements, interest, costs and attorney's fees will be in an amount to be proved at
24 time of trial.

TENTH CAUSE OF ACTION

For Violations of Business and Professions Code § 17200, et seq.

[Alleged by Plaintiffs, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]

136. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

137. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice...”

138. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (i) failure to pay Plaintiffs and the Non-Exempt Class all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendants; (ii) failure to indemnify Plaintiffs and the Non-Exempt Class for necessary business expenses incurred in direct consequence of the discharge of their duties and under the direction of Defendants; (iii) failure to timely pay wages, (iv) failure to maintain accurate records of the hours that Plaintiffs and the Non-Exempt Class worked while employed by Defendants; (v) failure to provide Plaintiffs and the Non-Exempt Class with accurate itemized wage statements; and (vi) failure to timely pay Plaintiffs and members of the Waiting Time Penalties Subclass all wages owed upon separation of their employment with Defendants.

139. Defendants’ utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants’ competitors.

140. Plaintiffs seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

141. Plaintiffs are informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,

as proscribed by California Business and Professions Code § 17200, et seq., including those set forth herein above thereby depriving Plaintiffs and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

ELEVENTH CAUSE OF ACTION

Violation of Labor Code § 2698, et seq.

[Alleged by Plaintiffs, Individually, and On Behalf of the Aggrieved Employees Against all Defendants]

142. Plaintiffs restate and incorporate by reference all above stated paragraphs as though set forth herein.

143. Pursuant to Labor Code section 2699(a), Plaintiffs seeks civil penalties on behalf of themselves and all other Aggrieved Employees from August 2, 2022 through the present.

144. Defendants employed Plaintiffs and Plaintiffs had one or more of the alleged violations committed against them. Therefore, Plaintiffs are “aggrieved employees” under PAGA because the alleged violators employed them and they had one or more of the alleged violations committed against them. As such, Plaintiffs are properly suited to represent the interests of other Aggrieved Employees in a PAGA Representative action.

145. Plaintiffs bring this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants’ violations of Labor Code §§ 201-204, 201.3, 210, 226, 226.3, 450-451, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802.

146. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

147. The Cause of Action alleged herein is appropriately suited for a Labor Code Private Attorneys General Act of 2004 (“PAGA”) action because:

1 a. Pursuant to California Labor Code section 2699(a), any provision of the
2 Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
3 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
4 employees, for a violation of the California Labor Code, may, as an alternative, be recovered through
5 a civil action brought by an aggrieved employee on behalf of himself or herself and all other current
6 or former employees pursuant to the procedures specified in section 2699;

7 b. This action involves allegations of violations of provisions of the California
8 Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the
9 LWDA or any departments, divisions, commissions, boards, agencies or employees;

10 c. Plaintiffs are “aggrieved employees” because they were employed by the
11 alleged violators and had one or more of the alleged violations committed against them;

12 d. On or about August 2, 2023, Plaintiff Pina satisfied the procedural
13 requirements of section 2699.3 by serving the LWDA electronically and Defendants via Certified
14 Mail with his notice for wage and hour violations and penalties, including the facts and theories to
15 support each violation. On September 22, 2023, Plaintiff Pina provided an amended notice to the
16 LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor
17 Code alleged to have been violated, including the facts and theories to support the alleged violations.
18 True and correct copies of Plaintiff Pina’s PAGA notice and amended PAGA notice are attached
19 hereto as **EXHIBIT 1**. Plaintiff Pina has not received an LWDA notice within sixty-five (65)
20 calendar days of the date of Plaintiff Pina’s notice.

21 e. On or about November 2, 2023, Plaintiff Mburu satisfied the procedural
22 requirements of section 2699.3 by serving the LWDA electronically and Defendants via Certified
23 Mail with her notice for wage and hour violations and penalties, including the facts and theories to
24 support each violation. A true and correct copies of Plaintiff Mburu’s PAGA notice is attached
25 hereto as **EXHIBIT 2**. Plaintiff Mburu has not received an LWDA notice within sixty-five (65)
26 calendar days of the date of Plaintiff Pina’s notice.

27 f. Therefore, Plaintiffs satisfied all the administrative requirements to pursue
28 civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

1 g. Plaintiffs file this action pursuant to Labor Code section 2699(a) and (f), on
2 behalf of themselves and all other aggrieved employees of Defendants to recover civil penalties,
3 including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code
4 sections 558 and 1197.1.

5 h. Defendants were Plaintiffs' employers or persons acting on behalf of
6 Plaintiffs' employer, within the meaning of California Labor Code section 558, who violated or
7 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
8 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
9 are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558,
10 at all relevant times.

11 i. Defendants were Plaintiffs' employers or persons acting on behalf of
12 Plaintiffs' employer either individually or as an officer, agent, or employee of another person, within
13 the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any
14 employee a wage less than the minimum fixed by California state law, and as such, are subject to
15 civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code
16 section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

17 j. Plaintiffs seeks to recover all applicable civil penalties under PAGA on
18 behalf of themselves and all other Aggrieved Employees of Defendants in California including, but
19 not limited to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1.

20 148. For bringing this action, Plaintiffs is additionally entitled to attorney's fees and
21 costs incurred herein.

22 149. Plaintiffs seeks to recover civil penalties on behalf of themselves and other
23 Aggrieved Employees for Defendants' violations of the Labor Code, including but not limited to
24 Defendants' violations of Labor Code sections §§ 201-204, 201.3, 210, 226, 226.3, 450-451, 1174,
25 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 pursuant to Labor Code section 2698, *et seq.*
26 The exact amount of the applicable penalties is in an amount to be shown according to proof at
27 trial and within the jurisdictional limitations of this Court.

28

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiffs as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiffs as Class counsel;
4. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, and 1197.1 and Code of Civil Procedure § 1021.5 and for such other and further relief as the Court may deem just and proper;

As to the First Causes of Action

(Meal and Rest Period Wages)

5. For general unpaid wages and premium wages pursuant to California Labor Code § 226.7 and such general and special damages as may be appropriate;
6. For pre-judgment interest on any unpaid wages;
7. For statutory penalties pursuant to California Labor Code § 203;
8. For reasonable attorneys' fees and for costs of suit incurred herein; and
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second and Third Causes of Action

(Failure to Pay Minimum and Overtime Wages)

10. For general unpaid wages, including overtime wages, pursuant to California Labor Code §§ 510, 1194, and 1454 and such general and special damages as may be appropriate;
11. For pre-judgment interest on any unpaid wage compensation from the date such amounts were due;
12. For liquidated damages in an amount equal to the wages unlawfully unpaid with the interest thereon pursuant to California Labor Code § 1194.2;
13. For reasonable attorney's fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Causes of Action

(Wages Not Paid Upon Termination)

15. For statutory penalties pursuant to California Labor Code § 203;

16. For reasonable attorney's fees and for costs of suit incurred herein; and

17. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Causes of Action

(Wages Not Paid Upon Termination)

18. For statutory penalties pursuant to California Labor Code §§ 203 and 210;

19. For reasonable attorneys' fees and for costs of suit incurred herein; and

20. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Causes of Action

(Wages Not Paid On A Weekly Basis)

21. For statutory penalties pursuant to California Labor Code § 201.3;

22. For reasonable attorneys' fees and for costs of suit incurred herein; and

23. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

(Improper Wage Statements)

24. For all actual, consequential, and incidental losses and damages, according to
proof;

25. For statutory penalties pursuant to California Labor Code § 226(a);

26. For reasonable costs and attorneys' fees pursuant to California Labor Code §
226(e); and

27. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eight Cause of Action

(Failure to Maintain Records)

28. For statutory penalties pursuant to California Labor Code §§ 1174.5 and 1198.5;

29. For reasonable costs and attorneys' fees pursuant to California Labor Code § 1198.5(l);

30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

(Failure to Reimburse Business Expense)

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For pre-judgment interest on the business expenditures under California Labor Code § 2802(b);

33. For reasonable costs and attorneys' fees pursuant to California Labor Code § 2802(c); and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

(Unfair Competition)

35. The disgorgement of any and all "unpaid wages" and incidental losses, according to proof;

36. For restitution of "unpaid wages" to Plaintiffs and all Non-Exempt Class members and prejudgment interest from the day such amounts were due and payable;

37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code § 17200, *et seq.*;

38. For reasonable attorneys' fees that Plaintiffs and other Non-Exempt Class members are entitled to recover under California Civil Procedure § 1021.5;

39. For costs of suit incurred herein; and

40. For such other and further relief as the Court may deem equitable and appropriate;

As to the Eleventh Cause of Action

(PAGA)

41. For reasonable attorneys' fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*

42. For civil penalties to the extent permitted by law pursuant to the Labor Code under the PAGA;

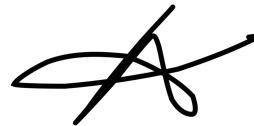
43. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages pursuant to Labor Code section 558 and, pursuant to Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203; and

44. For such other relief as the Court deems just and proper.

Dated: January 9, 2024

ARIN | JAMES LLP

By:



ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for JOSE PINA and ZIPPORAH W.
MBURU

DEMAND FOR JURY TRIAL

Plaintiffs JOSE PINA and ZIPPORAH W. MBURU demand a jury trial.



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Dated: January 9, 2024

ARIN | JAMES LLP



By: _____
ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for JOSE PINA and ZIPPORAH W.
MBURU



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

August 2, 2023

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail

ISL Security, Inc.
139 S. Beverly Dr., #320
Beverly Hills, CA 90212

Lisa Lavizani
Agent for Service of Process for ISL
Security, Inc.
26803 Peppertree Dr.
Valencia, CA 91381

Re: **Jose Pina's Wage and Hour Claims Against ISL Security, Inc.**

Dear Labor and Workforce Development Agency, ISL Security, Inc. and Ms. Lavizani,

Please be advised that Jose Pina ("Mr. Pina") has retained our firm to represent him for claims against his employer ISL Security, Inc. ("ISL"). This correspondence shall serve as Mr. Pina's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Mr. Pina and all other aggrieved employees against ISL. Mr. Pina provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Mr. Pina desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Mr. Pina also intends to represent all other non-exempt employees who performed work for ISL in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Mr. Pina alleges that ISL committed the following against him and all other non-exempt employees in California:



Factual Background:

ISL is a California corporation. ISL is security company providing security services to businesses throughout California. ISL employed Mr. Pina as a non-exempt security guard from approximately September 2022 to the present. Mr. Pina was paid hourly and worked at various posts in and around the Los Angeles County area. Mr. Pina works full time throughout his employment at ISL and routinely works overtime.

ISL's Labor Code and IWC Wage Order Violations:

ISL denied Mr. Pina and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, ISL failed to pay Mr. Pina and other non-exempt employees for all hours worked, failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay them all minimum, regular, and overtime wages owed, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, failed to pay them on a weekly basis, and failed to timely pay all wages due during and upon separation of employment.

Specifically, ISL committed the following Labor Code violations against Mr. Pina and other non-exempt employees:

1. ISL violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Mr. Pina and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Mr. Pina and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. ISL did not pay the requisite meal period premium pay of an additional hour of wages on such occasions. Although the nature of Mr. Pina's and other non-exempt's employee's work did not require them to take on-duty meal breaks, ISL's policy was that employees were required to remain on-site at their posts during their shifts and be available by radio or phone made it so that Mr. Pina and other non-exempt employees could not be relieved of all duties. ISL understaffed their locations so that there was no one else to patrol the premises and also allow its employees to take compliant meal breaks. For example, ISL locations only provided one security guard per shift. Being the only security at the location, employees were unable to take a meal break because they could not leave their post unattended and needed to respond to any calls coming through the radio or cell phone. Due to ISL's understaffing, Mr. Pina and other non-exempt employees were required to be on duty and work through their meal breaks.



2. Additionally, ISL violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by not authorizing or permitting Mr. Pina and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. For the same reasons as stated above with respect to meal breaks, ISL did not authorize or permit Mr. Pina and other non-exempt security guard employees to take legally compliant rest breaks. Despite the fact that Mr. Pina and other non-exempt employees did not receive legally compliant rest breaks and received unlawful meal periods that there were “on-duty,” ISL did not provide adequate compensation, nor did ISL provide any premium wages for these missed breaks, as required by law. Furthermore, ISL did not provide adequate resting facilities for Mr. Pina and other non-exempt employees to take breaks.

3. ISL violated Labor Code §§ 558, 1194, 1197, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Mr. Pina and other non-exempt employees their minimum wage for all hours worked. Specifically, ISL would require Mr. Pina and other non-exempt employees to clock out at the end of their scheduled shifts but continue working off the clock until they were relieved by another security guard. Mr. Pina and other non-exempt employees waited approximately 15 minutes to approximately 45 minutes at the end of their shifts to be relieved from work and ISL did not count this time as hours worked. Moreover, ISL had a policy and/or practice of unlawfully rounding Mr. Pina’s and other non-exempt employees’ time worked that resulted in systematically undercompensating employees. ISL’s rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Pina and other non-exempt employees. As a result, Mr. Pina and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, after the twelfth hour and/or forty hours in a workweek.

4. ISL violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Mr. Pina and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Specifically, ISL would require Mr. Pina and other non-exempt employees to clock out at the end of their scheduled shifts but continue working off the clock until they were relieved by another security guard. Mr. Pina and other non-exempt employees were not compensated for the time spent working off-the-clock. Moreover, ISL had a policy and/or practice of unlawfully rounding Mr. Pina’s and other non-exempt employees’ time worked that resulted in systematically undercompensating employees. ISL’s rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Pina and other non-exempt employees. As a result, Mr. Pina and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because



they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, twelfth hour in a workday and/or forty hours in a workweek.

5. ISL violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, ISL’s failure to record the proper beginning and end of each meal period on Mr. Pina’s and other non-exempt employees’ time records, failure to account for time worked off the clock, failure to account for overtime hours and improper rounding.

6. ISL violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, did not include time and payment for all hours worked, included improper rounded time, did not account for time worked off the clock. As such, ISL violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Mr. Pina and other non-exempt employees.

7. ISL violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Mr. Pina and other non-exempt employees, including without limitation, by not paying employees for all hours worked, by not paying employees on a timely basis, by failing to pay Mr. Pina and other non-exempt employees for the time spent after clocking out, as well as minimum and overtime wages for all hours worked.

8. ISL violated Labor Code §§ 450, 451, 2802 and the applicable Wage Order by failing to reimburse for necessary business expenditures. ISL failed to reimburse Mr. Pina and other non-exempt employees that were incurred in the discharge of their duties. For example, Mr. Pina and other non-exempt security guards were required to use their personal cell phones to clock in to work and to respond to text messages and phone calls from superiors or to report incidents during their scheduled shifts. Mr. Pina and other non-exempt security guards did not receive any reimbursement for the use of their personal cell phones, as required by law.

9. ISL violated Labor Code § 201.3 by failing to pay Mr. Pina and other non-exempt security guards on a weekly basis. In California, non-exempt security guards are required to be paid on a weekly basis but ISL paid Mr. Pina and other non-exempt security guards every two weeks (i.e., bi-weekly), in violation of California law. As such, ISL violated Labor Code § 201.3 and is subject to appropriate penalties.

Mr. Pina will pursue all available remedies, including those provided by

California Labor and Workforce Development Agency
ISL Security, Inc.
Lisa Lavizani
August 2, 2023
Page 5 of 5



PAGA, for the violations identified herein on behalf of himself and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Pina becomes aware of additional compensation owed to him or other losses incurred by his or by any other non-exempt employee of ISL, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Arin | James LLP

Arin Norjianian
James Demerjian

an/jd



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

September 22, 2023

Amended Notice

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Email

Pamela Vartabedian
Seyfarth Shaw LLP
C/O
ISL Security, Inc.
560 Mission Street, Suite 3100
San Francisco, CA 94105
PVartabedian@seyfarth.com

Pamela Vartabedian
Seyfarth Shaw LLP
C/O
Lisa Lavizani
560 Mission Street, Suite 3100
San Francisco, CA 94105
PVartabedian@seyfarth.com

Re: **Jose Pina's Wage and Hour Claims Against ISL Security, Inc. & Ms.
Lavizani**
LWDA Case No.: LWDA-CM-972385-23

Dear Labor and Workforce Development Agency, ISL Security, Inc. and Ms. Lavizani,

Please be advised that Jose Pina ("Mr. Pina") has retained our firm to represent him for claims against his employers ISL Security, Inc. ("ISL") and Ms. Lisa Lavizani (collectively "Defendants"). This correspondence shall serve as Mr. Pina's amended written notice under Labor Code § 2699.3 of the claims asserted on behalf of Mr. Pina and all other aggrieved employees against Defendants. Mr. Pina provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.



Mr. Pina desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Mr. Pina also intends to represent all other non-exempt employees who performed work for Defendants in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Mr. Pina alleges that Defendants committed the following against him and all other non-exempt employees in California:

Factual Background:

ISL is a California corporation. ISL is security company providing security services to businesses throughout California. Ms. Lavizani is an owner and officer of ISL. Defendants employed Mr. Pina as a non-exempt security guard from approximately September 2022 to the present. Mr. Pina was paid hourly and worked at various posts in and around the Los Angeles County area. Mr. Pina works full time throughout his employment with Defendants and routinely works overtime.

Defendants' Labor Code and IWC Wage Order Violations:

Defendants denied Mr. Pina and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, Defendants failed to pay Mr. Pina and other non-exempt employees for all hours worked, failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay them all minimum, regular, and overtime wages owed, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, failed to pay them on a weekly basis, and failed to timely pay all wages due during and upon separation of employment.

Specifically, Defendants committed the following Labor Code violations against Mr. Pina and other non-exempt employees:

1. Defendants violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Mr. Pina and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Mr. Pina and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour of



wages on such occasions. Although the nature of Mr. Pina's and other non-exempt's employee's work did not require them to take on-duty meal breaks, Defendants' policy was that employees were required to remain on-site at their posts during their shifts and be available by radio or phone made it so that Mr. Pina and other non-exempt employees could not be relieved of all duties. Defendants understaffed their locations so that there was no one else to patrol the premises and also allow its employees to take compliant meal breaks. For example, Defendants locations only provided one security guard per shift. Being the only security at the location, employees were unable to take a meal break because they could not leave their post unattended and needed to respond to any calls coming through the radio or cell phone. Due to Defendants' understaffing, Mr. Pina and other non-exempt employees were required to be on duty and work through their meal breaks.

2. Additionally, Defendants violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by not authorizing or permitting Mr. Pina and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. For the same reasons as stated above with respect to meal breaks, Defendants did not authorize or permit Mr. Pina and other non-exempt security guard employees to take legally compliant rest breaks. Despite the fact that Mr. Pina and other non-exempt employees did not receive legally complaint rest breaks and received unlawful meal periods that there were "on-duty," DEFENDANTS did not provide adequate compensation, nor did Defendants provide any premium wages for these missed breaks, as required by law. Furthermore, DEFENDANTS did not provide adequate resting facilities for Mr. Pina and other non-exempt employees to take breaks.

3. Defendants violated Labor Code §§ 558, 1194, 1197, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Mr. Pina and other non-exempt employees their minimum wage for all hours worked. Specifically, Defendants would require Mr. Pina and other non-exempt employees to clock out at the end of their scheduled shifts but continue working off the clock until they were relieved by another security guard. Mr. Pina and other non-exempt employees waited approximately 15 minutes to approximately 45 minutes at the end of their shifts to be relieved from work and Defendants did not count this time as hours worked. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Pina's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Pina and other non-exempt employees. As a result, Mr. Pina and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper



overtime compensation for all hours worked after the eighth hour in a workday, after the twelfth hour and/or forty hours in a workweek.

4. Defendants violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Mr. Pina and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Specifically, Defendants would require Mr. Pina and other non-exempt employees to clock out at the end of their scheduled shifts but continue working off the clock until they were relieved by another security guard. Mr. Pina and other non-exempt employees were not compensated for the time spent working off-the-clock. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Pina’s and other non-exempt employees’ time worked that resulted in systematically undercompensating employees. Defendants’ rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Pina and other non-exempt employees. As a result, Mr. Pina and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, twelfth hour in a workday and/or forty hours in a workweek.

5. Defendants violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, DEFENDANTS’S failure to record the proper beginning and end of each meal period on Mr. Pina’s and other non-exempt employees’ time records, failure to account for time worked off the clock, failure to account for overtime hours and improper rounding.

6. Defendants violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, did not include time and payment for all hours worked, included improper rounded time, did not account for time worked off the clock. As such, Defendants violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Mr. Pina and other non-exempt employees.

7. Defendants violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Mr. Pina and other non-exempt employees, including without limitation, by not paying employees for all hours worked, by not paying employees on a timely basis, by failing to pay Mr. Pina and other non-exempt employees for the time spent after clocking out, as well as minimum and overtime wages for all hours worked.



8. Defendants violated Labor Code §§ 450, 451, 2802 and the applicable Wage Order by failing to reimburse for necessary business expenditures. Defendants failed to reimburse Mr. Pina and other non-exempt employees that were incurred in the discharge of their duties. For example, Mr. Pina and other non-exempt security guards were required to use their personal cell phones to clock in to work and to respond to text messages and phone calls from superiors or to report incidents during their scheduled shifts. Mr. Pina and other non-exempt security guards did not receive any reimbursement for the use of their personal cell phones, as required by law.

9. Defendants violated Labor Code § 201.3 by failing to pay Mr. Pina and other non-exempt security guards on a weekly basis. In California, non-exempt security guards are required to be paid on a weekly basis but Defendants paid Mr. Pina and other non-exempt security guards every two weeks (i.e., bi-weekly), in violation of California law. As such, Defendants violated Labor Code § 201.3 and is subject to appropriate penalties.

Mr. Pina will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of himself and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Pina becomes aware of additional compensation owed to him or other losses incurred by his or by any other non-exempt employee of Defendants, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Arin | James LLP

Arin Norjianian
James Demerjian

an/jd



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

November 2, 2023

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Email

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PVartabedian@seyfarth.com

Re: **Zipporah W. Mburu's Wage and Hour Claims Against ISL Security, Inc. & Ms. Lavizani**

Dear Labor and Workforce Development Agency, ISL Security, Inc., Ms. Lavizani and Counsel:

Please be advised that Zipporah W. Mburu ("Ms. Mburu") has retained our firm to represent her for claims against her employers ISL Security, Inc. ("ISL") and Ms. Lisa Lavizani (collectively "Defendants"). This correspondence shall serve as Ms. Mburu's amended written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Mburu and all other aggrieved employees against Defendants. Ms. Mburu provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Ms. Mburu desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Ms. Mburu also intends to represent all other non-exempt employees who



performed work for Defendants in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Ms. Mburu alleges that Defendants committed the following against her and all other non-exempt employees in California:

Factual Background:

ISL is a California corporation. ISL is security company providing security services to businesses throughout California. Ms. Lavizani is an owner and officer of ISL. Defendants employed Ms. Mburu as a non-exempt security guard from approximately September 2022 to the present. Ms. Mburu was paid hourly and worked at various posts in and around the Los Angeles County area. Ms. Mburu works full time throughout her employment with Defendants and routinely works overtime.

Defendants' Labor Code and IWC Wage Order Violations:

Defendants denied Ms. Mburu and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, Defendants failed to pay Ms. Mburu and other non-exempt employees for all hours worked, failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay them all minimum, regular, and overtime wages owed, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, failed to pay them on a weekly basis, and failed to timely pay all wages due during and upon separation of employment.

Specifically, Defendants committed the following Labor Code violations against Ms. Mburu and other non-exempt employees:

1. Defendants violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Ms. Mburu and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Ms. Mburu and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour of wages on such occasions. Although the nature of Ms. Mburu's and other non-exempt's employee's work did not require them to take on-duty meal breaks, Defendants' policy was that employees were required to remain on-site at their posts



during their shifts and be available by radio or phone made it so that Ms. Mburu and other non-exempt employees could not be relieved of all duties. Defendants understaffed their locations so that there was no one else to patrol the premises and also allow its employees to take compliant meal breaks. For example, Defendants locations only provided one security guard per shift. Being the only security at the location, employees were unable to take a meal break because they could not leave their post unattended and needed to respond to any calls coming through the radio or cell phone. Due to Defendants' understaffing, Ms. Mburu and other non-exempt employees were required to be on duty and work through their meal breaks.

2. Additionally, Defendants violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by not authorizing or permitting Ms. Mburu and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. For the same reasons as stated above with respect to meal breaks, Defendants did not authorize or permit Ms. Mburu and other non-exempt security guard employees to take legally compliant rest breaks. Despite the fact that Ms. Mburu and other non-exempt employees did not receive legally complaint rest breaks and received unlawful meal periods that there were "on-duty," Defendants did not provide adequate compensation, nor did Defendants provide any premium wages for these missed breaks, as required by law. Furthermore, Defendants did not provide adequate resting facilities for Ms. Mburu and other non-exempt employees to take breaks.

3. Defendants violated Labor Code §§ 558, 1194, 1197, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Ms. Mburu and other non-exempt employees their minimum wage for all hours worked. Specifically, Defendants would require Ms. Mburu and other non-exempt employees to clock out at the end of their scheduled shifts but continue working off the clock until they were relieved by another security guard. Ms. Mburu and other non-exempt employees waited approximately 15 minutes to approximately 45 minutes at the end of their shifts to be relieved from work and Defendants did not count this time as hours worked. Moreover, Defendants had a policy and/or practice of unlawfully rounding Ms. Mburu's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Ms. Mburu and other non-exempt employees. As a result, Ms. Mburu and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, after the twelfth hour and/or forty hours in a workweek.



4. Defendants violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Ms. Mburu and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Specifically, Defendants would require Ms. Mburu and other non-exempt employees to clock out at the end of their scheduled shifts but continue working off the clock until they were relieved by another security guard. Ms. Mburu and other non-exempt employees were not compensated for the time spent working off-the-clock. Moreover, Defendants had a policy and/or practice of unlawfully rounding Ms. Mburu’s and other non-exempt employees’ time worked that resulted in systematically undercompensating employees. Defendants’ rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Ms. Mburu and other non-exempt employees. As a result, Ms. Mburu and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, twelfth hour in a workday and/or forty hours in a workweek.

5. Defendants violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Defendants’s failure to record the proper beginning and end of each meal period on Ms. Mburu’s and other non-exempt employees’ time records, failure to account for time worked off the clock, failure to account for overtime hours and improper rounding.

6. Defendants violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, did not include time and payment for all hours worked, included improper rounded time, did not account for time worked off the clock. As such, Defendants violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Mburu and other non-exempt employees.

7. Defendants violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Ms. Mburu and other non-exempt employees, including without limitation, by not paying employees for all hours worked, by not paying employees on a timely basis, by failing to pay Ms. Mburu and other non-exempt employees for the time spent after clocking out, as well as minimum and overtime wages for all hours worked.

8. Defendants violated Labor Code §§ 450, 451, 2802 and the applicable Wage Order by failing to reimburse for necessary business expenditures. Defendants failed to reimburse Ms. Mburu and other non-exempt employees that were incurred in



the discharge of their duties. For example, Ms. Mburu and other non-exempt security guards were required to use their personal cell phones to clock in to work and to respond to text messages and phone calls from superiors or to report incidents during their scheduled shifts. Ms. Mburu and other non-exempt security guards did not receive any reimbursement for the use of their personal cell phones, as required by law.

9. Defendants violated Labor Code § 201.3 by failing to pay Ms. Mburu and other non-exempt security guards on a weekly basis. In California, non-exempt security guards are required to be paid on a weekly basis but Defendants paid Ms. Mburu and other non-exempt security guards every two weeks (i.e., bi-weekly), in violation of California law. As such, Defendants violated Labor Code § 201.3 and is subject to appropriate penalties.

Ms. Mburu will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of himself and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Mburu becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Defendants, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

Arin | James LLP

Arin Norjianian
James Demerjian

an/jd

PROOF OF SERVICE

Pina v. ISL Security, Inc., et al.
Los Angeles Superior Court Case Number 23STCV21756

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 100 North Brand Boulevard, Suite 620, Glendale, California 91203.

On January 9, 2024, I served true copies of the following document(s) described as

1. First Amended Complaint

on the interested parties in this action as follows:

Attorneys for Defendants:

Seyfarth Shaw LLP
Pamela Vartabedian
560 Mission Street, Suite 3100
San Francisco, CA 94105
PVartabedian@seyfarth.com

On the date above, I electronically served the documents listed above to the recipients on this service list pursuant to C.C.P. section 1010.6 and the Court's order for electronic service.

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

Executed on January 9, 2024, at Glendale, California.



Arin Norijanian