

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LAW SECURITY & INVESTIGATIONS, INC., a Nevada corporation; and DOES 1-50, Inclusive,

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/21/2026 12:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

JONATHAN DAZA and JAYLENN LEVY, on behalf of the State of California in Plaintiffs' representative capacities as private attorney general,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles Superior Court

Stanley Mosk Courthouse - 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

26STCV26595

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE:

(Fecha) 08/21/2026

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) D. Williams (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JONATHAN DAZA and JAYLENN LEVY, on
behalf of the State of California in Plaintiffs'
representative capacities as private attorney
general,

Plaintiffs,

v.

LAW SECURITY & INVESTIGATIONS,
INC., a Nevada corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: **26STCV26595**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ.]

1 PLAINTIFF JONATHAN DAZA (“PLAINTIFF DAZA”) and PLAINTIFF JAYLENN
2 LEVY (“PLAINTIFF LEVY”) (collectively “PLAINTIFFS”), individuals, in PLAINTIFFS’
3 representative capacity and on behalf of PLAINTIFFS, the people of the State of California, and as
4 “aggrieved employees” acting as private attorney general under the Labor Code Private Attorney
5 General Act of 2004, Section 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except
6 for their own acts and knowledge which are based on personal knowledge, the following:

7 **INTRODUCTION**

8 1. PLAINTIFFS bring this action against Defendant LAW SECURITY &
9 INVESTIGATIONS, INC. (“DEFENDANT”) and Does 1-50 (collectively, “DEFENDANTS”)
10 seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved
11 employees who worked for DEFENDANTS. PLAINTIFFS do **not seek to recover anything other**
12 **than penalties as permitted by California Labor Code Section 2699**. To the extent that statutory
13 violations are mentioned for wage violations, PLAINTIFFS do not seek underlying general and/or
14 special damages for those violations, but simply the civil penalties permitted by California Labor
15 Code Section 2699.

16 2. California has enacted the PAGA which permits PLAINTIFFS to bring an action on
17 behalf of PLAINTIFFS and on behalf of others for PAGA penalties *only*, which is the precise and
18 sole nature of this action.

19 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for DEFENDANTS’
20 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any
21 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be
22 constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

23 4. PLAINTIFFS bring this representative action pursuant to PAGA on behalf of the
24 Labor and Workforce Development Agency (“LWDA”) and other current and former aggrieved
25 employees of DEFENDANTS for engaging in a pattern and practice of wage and hour violations
26 under the California Labor Code.

5. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

6. DEFENDANTS' systematic pattern of wage and hour and Industrial Welfare Commission ("IWC") Wage Order violations toward PLAINTIFFS and other aggrieved employees in California include, *inter alia*:

- a. Failure to provide compliant meal and rest periods;
- b. Failure to allow employees to take duty-free meal and rest periods;
- c. Failure to pay all minimum, sick pay, regular and overtime wages;
- d. Failure to correctly calculate the regular rate of pay;
- e. Failure to pay within seven (7) days of the close of payroll;
- f. Failure to pay for all hours worked;
- g. Failure to maintain true and accurate records;
- h. Failure to reimburse for required business expenses;
- i. Failure to provide suitable seating;
- j. Failure to provide accurate itemized wage statements; and
- k. Failure to timely pay wages due during, and upon termination of employment.

7. PLAINTIFFS reserve the right to name additional representatives throughout the State of California.

THE PARTIES

8. DEFENDANT is a Nevada corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DOES 1 through 50, inclusive, are presently unknown to PLAINTIFFS, by such fictitious names pursuant to California Civil Procedure Code Section 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50, inclusive, when they are ascertained.

1 10. PLAINTIFFS are informed and believe, and based upon that information and belief
2 allege, that the DEFENDANTS, inclusive of DEFENDANT and DOES 1 through 50, named in
3 this Complaint, are responsible in some manner for one or more of the events and happenings that
4 proximately caused the injuries and damages hereinafter alleged.

5 11. DEFENDANTS were the employer of PLAINTIFFS as evidenced by the documents
6 issued to PLAINTIFFS and by the company for which PLAINTIFFS performed work.

7 12. PLAINTIFFS allege that at all times relevant herein, DEFENDANT and DOES 1-
8 50, and each of them, were the agents, managers joint venturers, joint employers, representatives,
9 servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or
10 assigns of each other, and at all times relevant hereto, where acting the course and scope of their
11 authority as such agents, managers, joint venturers, joint employers, representatives, servants,
12 employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns, and all
13 acts or omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization, and/or consent of each DEFENDANT inclusive of DOES 1 through
15 50.

16 13. PLAINTIFFS further allege that DEFENDANTS, and each of them, directly or
17 indirectly controlled or affected the working conditions, wages, working hours, and conditions of
18 employment of PLAINTIFFS and the other AGGRIEVED EMPLOYEES as defined *infra*, so as
19 to make each of the DEFENDANTS joint employers liable under the statutory provisions set forth
20 herein.

21 14. PLAINTIFFS further allege that DEFENDANT and DOES 1 through 25 (hereinafter
22 collectively referred to as "ALTER EGO DEFENDANTS") were the agents, managers, director,
23 majority shareholders, joint venturers, joint employers, representatives, servants, employees,
24 successors in interest, predecessors in interest, co-conspirators, and/or assigns of each other, and
25 that there existed such a unity of interest and ownership among the ALTER EGO DEFENDANTS,
26 such that any individuality or separateness between the entities or individuals has ceased.

27 15. Consequently, PLAINTIFFS herein alleges that the ALTER EGO DEFENDANTS
28 are the alter ego of each other, and that adherence to the fiction of the separate existence of the

1 ALTER EGO DEFENDANTS would permit an abuse of the corporate privilege and would
2 promote injustice by protecting ALTER EGO DEFENDANTS from liability for the wrongful acts
3 committed by them.

4 16. PLAINTIFFS further allege that the ALTER EGO DEFENDANTS' various
5 separate corporate entities are used by an individual or individuals, or by another corporation, to
6 accomplish inequitable purposes, including to limit liability for the unlawful acts of the ALTER
7 EGO DEFENDANTS.

8 17. PLAINTIFFS further allege that there is such a unity of interest and ownership
9 between the ALTER EGO DEFENDANTS' various corporate entities and the individual or
10 individuals, or organization controlling those corporate entities that their separate personalities no
11 longer exist.

12 18. DEFENDANTS own and operate a security business in California, including in the
13 County of Los Angeles.

14 19. PLAINTIFF DAZA was employed by DEFENDANTS in California from October
15 2018 to June 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally
16 required meal and rest periods and payment of minimum and overtime wages due for all time
17 worked.

18 20. PLAINTIFF LEVY was employed by DEFENDANTS in California from February
19 2022 to June 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally
20 required meal and rest periods and payment of minimum and overtime wages due for all time
21 worked.

22 21. PLAINTIFFS, and such persons who may be added from time to time who satisfy
23 the requirements and exhaust the administrative procedures under the PAGA, bring this
24 Representative Action on behalf of the State of California with respect to PLAINTIFFS and all
25 individuals who are or previously were employed by DEFENDANTS in California and classified
26 as non-exempt employees, ("AGGRIEVED EMPLOYEES") during the time period of June 15,
27 2025, and the present ("PAGA PERIOD").
28

28. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities in this County and/or conduct substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

THE CONDUCT

29. In violation of the applicable sections of the California Labor Code and the requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all time worked, failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFFS and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to compensate PLAINTIFFS and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed to issue to PLAINTIFFS and AGGRIEVED EMPLOYEES accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

A. Meal Period Violations

30. Pursuant to the IWC Wage Orders, DEFENDANTS were required to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is

1 required or permitted to work. From time to time during the PAGA PERIOD, DEFENDANTS
2 required PLAINTIFFS and AGGRIEVED EMPLOYEES to work without paying them for all the
3 time they were under DEFENDANTS' control. Specifically, DEFENDANTS required
4 PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-duty
5 meal break. Indeed, there were many days when PLAINTIFFS did not even receive a partial lunch.
6 As a result, the PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited minimum wage and
7 overtime compensation by regularly working without their time being accurately recorded and
8 without compensation at the applicable minimum wage and overtime rates. DEFENDANTS'
9 uniform policy and practice not to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for
10 all time worked is evidenced by DEFENDANTS' business records.

11 31. During the PAGA PERIOD, as a result of their rigorous work schedules and
12 DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and
14 were not fully relieved of duty for their meal periods. PLAINTIFFS and other AGGRIEVED
15 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANTS for
16 more than five (5) hours during some shifts without receiving a meal break. Further, from time to
17 time DEFENDANTS failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a
18 second off-duty meal period for some workdays in which DEFENDANTS require these employees
19 to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other
20 AGGRIEVED EMPLOYEES does not qualify for the limited and narrowly construed "on-duty"
21 meal period exception. When they were provided with meal periods, PLAINTIFFS and other
22 AGGRIEVED EMPLOYEES were, from time to time, required to remain on premises, on duty and
23 on call. Further, DEFENDANTS from time to time required PLAINTIFFS and other AGGRIEVED
24 EMPLOYEES to maintain cordless communication devices in order to receive and respond to
25 work-related communications during what was supposed to be their off-duty meal breaks.
26 DEFENDANTS' failure to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES with
27 legally required meal breaks is evidenced by DEFENDANTS' business records. PLAINTIFFS and
28

1 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in
2 accordance with DEFENDANTS' strict corporate policy and practice.

3 **B. Rest Period Violations**

4 32. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED EMPLOYEES
5 were from time to time also required to work in excess of four (4) hours without being provided ten
6 (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS'
7 inadequate staffing. Further, for the same reasons, these employees were from time to time denied
8 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
9 (4) hours, denied from time to time a first and second rest period of at least ten (10) minutes for
10 some shifts worked of between six (6) and eight (8) hours, and denied from time to time a first,
11 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or
12 more. When they were provided with rest breaks, PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES were, from time to time, required to remain on premises, on duty and/or on call.
14 Further, DEFENDANTS from time to time required PLAINTIFFS and other AGGRIEVED
15 EMPLOYEES to maintain cordless communication devices in order to receive and respond to
16 work-related communications during what was supposed to be their off-duty rest breaks.
17 PLAINTIFFS and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages
18 *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate
19 staffing, PLAINTIFFS and other AGGRIEVED EMPLOYEES were from time to time denied their
20 proper rest periods by DEFENDANTS and DEFENDANTS' managers.

21 **C. Unreimbursed Business Expenses**

22 33. DEFENDANTS as a matter of corporate policy, practice, and procedure,
23 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
24 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the
25 PLAINTIFFS and other AGGRIEVED EMPLOYEES in direct consequence of discharging their
26 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
27 required to indemnify employees for all expenses incurred in the course and scope of their
28 employment. California Labor Code Section 2802 expressly states that "an employer shall

1 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
2 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
3 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
4 believed them to be unlawful.”

5 34. In the course of their employment, DEFENDANTS required PLAINTIFFS and
6 other AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of
7 their job duties for the use of their personal cell phones, vehicles, and maintenance of their work
8 uniforms. Specifically, PLAINTIFFS and other AGGRIEVED EMPLOYEES were required to use
9 their own cell phones and vehicles, and maintain their uniforms in order to perform work related
10 tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFFS and other
11 AGGRIEVED EMPLOYEES for the personal expenses incurred for the use of their personal cell
12 phones, vehicles, and maintenance of their work uniforms. As a result, in the course of their
13 employment with DEFENDANTS, the PLAINTIFFS and other AGGRIEVED EMPLOYEES
14 incurred unreimbursed business expenses that included, but were not limited to, costs related to the
15 use of their personal cell phones, vehicles, and maintenance of their work uniforms, all on behalf
16 of and for the benefit of DEFENDANTS.

17 **D. Wage Statement Violations**

18 35. California Labor Code Section 226 requires an employer to furnish its employees an
19 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of the employee’s social security number or an
23 employee identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 36. From time to time during the PAGA PERIOD, when PLAINTIFFS and other
27 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed
28 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed

1 to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with complete and accurate wage
2 statements which failed to show, among other things, all deductions, the total hours worked and all
3 applicable hourly rates in effect during the pay period, and the corresponding amount of time
4 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
5 periods.

6 37. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
7 PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage statements that comply with
8 California Labor Code Section 226(a)(1)-(9).

9 38. As a result, DEFENDANTS issued PLAINTIFFS and AGGRIEVED EMPLOYEES
10 with wage statements that violate California Labor Code Section 226. Further, DEFENDANTS'
11 violations are knowing and intentional; they were not isolated due to an unintentional payroll error
12 due to clerical or inadvertent mistake.

13 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

14 39. During the PAGA PERIOD, from time to time DEFENDANTS failed and continue
15 to fail to accurately pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all hours worked.

16 40. During the PAGA PERIOD, from time to time DEFENDANTS required
17 PLAINTIFFS and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including
18 but not limited to, sending and receiving work-related communications, performing keyholder
19 duties, unlocking and reopening gates, and performing security sweeps. This resulted in
20 PLAINTIFFS and AGGRIEVED EMPLOYEES having to work while off-the-clock.

21 41. DEFENDANTS directed and directly benefited from the undercompensated off-the-
22 clock work performed by PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

23 42. DEFENDANTS controlled the work schedules, duties, protocols, applications,
24 assignments, and employment conditions of PLAINTIFFS and AGGRIEVED EMPLOYEES.

25 43. DEFENDANTS were able to track the amount of time PLAINTIFFS and
26 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
27 or pay PLAINTIFFS and AGGRIEVED EMPLOYEES all wages earned and owed for all the work
28 they performed.

1 44. PLAINTIFFS and AGGRIEVED EMPLOYEES were non-exempt employees,
2 subject to the requirements of the California Labor Code.

3 45. DEFENDANTS' policies and practices deprived PLAINTIFFS and the other
4 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
5 the off-the-clock work activities. Because PLAINTIFFS and AGGRIEVED EMPLOYEES
6 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
7 DEFENDANTS' policies and practices also deprived them of overtime pay.

8 46. DEFENDANTS knew or should have known that PLAINTIFFS and AGGRIEVED
9 EMPLOYEES' off-the-clock work was compensable under the law.

10 47. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES forfeited wages due to
11 them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent
12 working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay
13 PLAINTIFFS and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
14 applicable law is evidenced by DEFENDANTS' business records.

15 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
16 **Redeemed Sick Pay**

17 48. From time to time during the PAGA PERIOD, DEFENDANTS failed and continues
18 to fail to accurately calculate and pay PLAINTIFFS and the other AGGRIEVED EMPLOYEES for
19 their overtime and double time hours worked, meal and rest period premiums, and redeemed sick
20 pay. As a result, PLAINTIFFS and the other AGGRIEVED EMPLOYEES forfeited wages due to
21 them for working overtime without compensation at the correct overtime and double time rates,
22 meal and rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and
23 practice not to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES at the correct rate for all
24 overtime and double time worked, meal and rest period premiums, and redeemed sick pay in
25 accordance with applicable law is evidenced by DEFENDANTS' business records.

26 49. State law provides that employees must be paid overtime at one-and-one-half times
27 their "regular rate of pay." (Cal. Lab. Code § 510.) PLAINTIFFS and other AGGRIEVED
28

1 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific
2 elements of an employee's performance.

3 50. The second component of PLAINTIFFS' and other AGGRIEVED EMPLOYEES'
4 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFFS
5 and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for
6 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
7 basis with bonus compensation when the employees met the various performance goals set by
8 DEFENDANTS.

9 51. From time to time, when calculating the regular rate of pay, in those pay periods
10 where PLAINTIFFS and other AGGRIEVED EMPLOYEES worked overtime, double time, paid
11 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
12 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as
13 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all
14 non-overtime hours worked. Management and supervisors described the incentive/bonus program
15 to potential and new employees as part of the compensation package. As a matter of law, the
16 incentive compensation received by PLAINTIFFS and other AGGRIEVED EMPLOYEES must be
17 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment
18 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay
19 to PLAINTIFFS and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically,
20 California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall
21 be calculated in the same manner as the regular rate of pay for the workweek in which the non-
22 exempt employee uses paid sick time, whether or not the employee actually works overtime in that
23 workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive
24 compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in
25 violation of California Labor Code Section 246 the underpayment of which is recoverable under
26 California Labor Code Sections 201, 202, 203 and/or 204.

27 52. In violation of the applicable sections of the California Labor Code and the
28 requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice,

1 and procedure, intentionally and knowingly failed to compensate PLAINTIFFS and AGGRIEVED
2 EMPLOYEES at the correct rate of pay for all overtime and double time worked, meal and rest
3 period premiums, and sick pay. This uniform policy and practice of DEFENDANTS is intended to
4 purposefully avoid the payment of the correct overtime and double time compensation, meal and
5 rest period premiums, and sick pay as required by California law which allowed DEFENDANTS
6 to illegally profit and gain an unfair advantage over competitors who complied with the law. To
7 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
8 DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

9 **G. Sick Pay Violations**

10 53. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
11 after July 1, 2015, works in California for the same employer for 30 or more days within a year
12 from the commencement of employment is entitled to paid sick days as specified in this section.”
13 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
14 From time to time, DEFENDANTS failed to have a policy or practice in place that provided
15 PLAINTIFFS and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of
16 January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow
17 employees to use at least forty hours or five days of paid sick leave per year.

18 54. California Labor Code Section 246(i) requires an employer to furnish its employees
19 with written wage statements setting forth the amount of paid sick leave available. From time to
20 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish
21 PLAINTIFFS and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of
22 paid sick leave available.

23 **H. Violations for Untimely Payment of Wages**

24 55. Pursuant to California Labor Code section 204, PLAINTIFFS and the AGGRIEVED
25 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFFS
26 and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
27 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
28 rest period premium wages within the permissible time period.

1 56. Pursuant to California Labor Code Section 201, “If an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
3 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
4 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
5 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
6 entitled to his or her wages at the time of quitting.” PLAINTIFFS and the AGGRIEVED
7 EMPLOYEES were, from time to time, not timely provided the wages earned and unpaid at the
8 time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections
9 201 and 202. Further, DEFENDANTS’ violations are willful and intentional; they were not isolated
10 due to an unintentional payroll error due to clerical or inadvertent mistake.

11 57. As such, PLAINTIFFS demand up to thirty days of pay as penalty for not timely
12 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
13 employment ended during the PAGA PERIOD.

14 **I. Unlawful Deductions**

15 58. DEFENDANTS, from time to time unlawfully deducted wages from PLAINTIFFS
16 and AGGRIEVED EMPLOYEES’ pay without explanations and without authorization to do so or
17 notice to PLAINTIFFS and the AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated
18 Labor Code Section 221.

19 **J. Unlawful Rounding Practices**

20 59. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable
21 timekeeping system to accurately record and pay PLAINTIFFS and other AGGRIEVED
22 EMPLOYEES for the actual time these employees worked each day, including overtime hours.
23 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted
24 in PLAINTIFFS and AGGRIEVED EMPLOYEES being undercompensated for all of their time
25 worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round
26 the time recorded in DEFENDANTS’ timekeeping system for PLAINTIFFS and AGGRIEVED
27 EMPLOYEES in order to avoid paying these employees for all their time worked, including the
28 applicable overtime compensation for overtime worked. As a result, PLAINTIFFS and other

1 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by
2 working without their time being accurately recorded and without compensation at the applicable
3 overtime rates.

4 60. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
5 rounding policy and practice resulted in PLAINTIFFS' and AGGRIEVED EMPLOYEES' time
6 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
7 policy and practice caused PLAINTIFFS and AGGRIEVED EMPLOYEES to perform work as
8 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
9 duty meal break.

10 **K. Timekeeping Manipulation**

11 61. During the PAGA PERIOD, DEFENDANTS, from time to time, did not have an
12 immutable timekeeping system to accurately record and pay PLAINTIFFS and AGGRIEVED
13 EMPLOYEES for the actual time PLAINTIFFS and AGGRIEVED EMPLOYEES worked each
14 day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result,
15 DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time recorded in
16 DEFENDANTS' timekeeping system for PLAINTIFFS and AGGRIEVED EMPLOYEES in order
17 to avoid paying these employees for all hours worked, applicable overtime compensation,
18 applicable sick pay, missed meal breaks and missed rest break.

19 62. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES, from time to time,
20 forfeited time worked by working without their time being accurately recorded and without
21 compensation at the applicable pay rates.

22 63. The mutability of the timekeeping system also allowed DEFENDANTS to alter
23 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
24 timekeeping system so as to create the appearance that PLAINTIFFS and AGGRIEVED
25 EMPLOYEES clocked out for thirty (30) minute meal breaks when in fact the employees were not
26 at all times provided an off-duty meal break. This practice is a direct result of DEFENDANTS'
27 uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal
28 breaks each day or otherwise compensating them for missed meal breaks.

1 64. As a result, PLAINTIFFS and AGGRIEVED EMPLOYEES forfeited wages due to
2 them for all hours worked at DEFENDANTS' direction, control and benefit for the time
3 DEFENDANTS' timekeeping system was inoperable. DEFENDANTS' uniform policy and
4 practice to not pay PLAINTIFFS and AGGRIEVED EMPLOYEES wages for all hours worked in
5 accordance with applicable law is evidenced by DEFENDANTS' business records.

6 **L. Reporting Time Violations**

7 65. Further, DEFENDANTS from time to time required PLAINTIFFS and
8 AGGRIEVED EMPLOYEES to report to work but were furnished less than half their scheduled
9 shift's worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 §
10 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is
11 required to report for work and does report, but is not put to work or is furnished less than half said
12 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
13 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at
14 the employee's regular rate of pay, which shall not be less than the minimum wage." In addition,
15 when DEFENDANTS required PLAINTIFFS and AGGRIEVED EMPLOYEES to engage in
16 additional work, this sometimes resulted in a second reporting for work in a single workday. In
17 such a circumstance of a second reporting for work in a single workday, DEFENDANTS failed to
18 pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision
19 5(B) states: "If an employee is required to report for work a second time in any one workday and
20 is furnished less than two (2) hours of work on the second reporting, said employee shall be paid
21 for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum
22 wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

23 **M. Suitable Seating Violations**

24 66. PLAINTIFFS further allege that the counters in DEFENDANTS' workplace provide
25 ample space at work stations to allow for the presence and use of a stool or seat by
26 DEFENDANTS' employees during the performance of their work duties. DEFENDANTS'
27 employees' working at DEFENDANTS' facilities spend a very substantial portion, and, in many
28

workdays, the vast majority of their working time with DEFENDANTS' customers. The nature of the position can reasonably be accomplished while using a seat/stool.

67. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide PLAINTIFFS and the other AGGRIEVED EMPLOYEES suitable seating when the nature of these employees' work reasonably permitted sitting.

68. DEFENDANTS knew or should have known that PLAINTIFFS and other AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that DEFENDANTS did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to PLAINTIFFS and all AGGRIEVED EMPLOYEES, DEFENDANTS violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

69. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to take off-duty meal and rest breaks and were not fully relieved of duty for PLAINTIFFS' rest and meal periods. PLAINTIFFS were required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFFS with a second off-duty meal period each workday in which DEFENDANTS required PLAINTIFFS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on premises, on-duty and on-call for the rest break. DEFENDANTS' policy caused PLAINTIFFS to remain on premises, on-call and on-duty during what was supposed to be PLAINTIFFS' off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFFS with paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse PLAINTIFFS for required business expenses related to the personal expenses incurred for the use of PLAINTIFFS'

1 personal cell phone, personal vehicle, and maintenance of work uniforms, on behalf of and in
2 furtherance of PLAINTIFFS' employment with DEFENDANTS. To date, DEFENDANTS have
3 not fully paid PLAINTIFFS the minimum, overtime and double time compensation still owed to
4 PLAINTIFFS or any penalty wages owed to PLAINTIFFS under California Labor Code Section
5 203. The amount in controversy for PLAINTIFFS individually does not exceed the sum or value of
6 \$75,000.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

9 **(Cal. Lab. Code §§2698 *et seq.*)**

10 **(Alleged by PLAINTIFFS against all DEFENDANTS)**

11 70. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
12 herein, the prior paragraphs of this Complaint.

13 71. PAGA is a mechanism by which the State of California itself can enforce state labor
14 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
15 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
16 a law enforcement action designed to protect the public and not to benefit private parties. The
17 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
18 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
19 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
20 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
21 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

22 72. At all relevant times, for the reasons described herein and others, PLAINTIFFS and
23 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
24 meaning of Labor Code Section 2699(c).

25 73. Labor Code Sections 2699(a) and (k) authorize AGGRIEVED EMPLOYEE(S), like
26 PLAINTIFFS, on behalf of PLAINTIFFS and other current or former employees, to bring a civil
27 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3
28

1 74. PLAINTIFFS complied with the procedures for bringing suit specified in Labor
2 Code Section 2699.3. By certified letter, return receipt requested, dated June 15, 2026,
3 PLAINTIFFS gave written notice to the Labor and Workforce Development Agency (“LWDA”)
4 and to DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
5 including the facts and theories to support the alleged violations. (See Exhibit #1.)

6 75. As of the date of this complaint, more than sixty-five (65) days after serving the
7 LWDA with notice of DEFENDANTS’ violations, the LWDA has not provided any notice by
8 certified mail of its intent to investigate the DEFENDANTS’ alleged violations as mandated by
9 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
10 2699.3(a)(2)(A), PLAINTIFFS may commence and are authorized to pursue this cause of action.

11 76. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFFS and the
12 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
13 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 246,
14 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804,
15 and California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), in
16 the following amounts:

17 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
18 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
19 Section 2699(f)];

20 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
21 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
22 any initial violation and one thousand dollars for each subsequent violation
23 [penalty per Labor Code Section 226.3];

24 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
25 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
26 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
27 each subsequent violation [penalty per Labor Code Section 210];

28 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty

1 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
2 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each
3 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
4 per Labor Code Section 558];

5 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount
6 of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty
7 per Labor Code Section 1174.5].

8 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
9 a civil penalty in the amount of one hundred dollars (\$100) for each
10 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
11 hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay
12 period for each subsequent violation [penalty per Labor Code Section 1197.1].

13 77. For all provisions of the Labor Code for which civil penalty is not specifically
14 provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two
15 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFFS and
16 the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs
17 in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

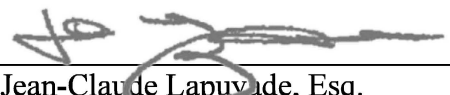
18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFFS pray for judgment against DEFENDANTS as follows:

- 20 1. For reasonable attorney's fees and costs of suit to the extent permitted by law,
21 including pursuant to Labor Code Section 2699, *et seq.*;
- 22 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under
23 the Private Attorneys General Act; and
- 24 3. For such other relief as the Court deems just and proper.
- 25

26 DATED: August 20, 2026

JCL LAW FIRM, APC

27 By: 

28 Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFFS

EXHIBIT 1

June 15, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

LAW SECURITY & INVESTIGATIONS, INC.

c/o Pamela Sims
3450 Cahuenga West, Unit #610
Los Angeles, CA 90068

Sent via Certified Mail and Return Receipt No.
9589 0710 5270 3705 9024 54

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 232 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, , Title 8, Section 1 1070(14) (Failure to Provide Seating) and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our office represents Plaintiff Jonathan Daza (“Plaintiff Daza”) and Plaintiff Jaylenn Levy (“Plaintiff Levy”) (collectively “Plaintiff”) and other aggrieved employees. Plaintiff Daza was employed by Defendant Law Security & Investigations, Inc. (“Defendants”) in California from October 2018 to June 2025 as an Agent and worked throughout Los Angeles County at Defendants, who have a principal place of business at 3450 Cahuenga Blvd W Apt 610, Los Angeles, CA 90068. Plaintiff Levy was employed by Defendants in California from February 2022 to June 2025 as an Agent and worked throughout Los Angeles County at Defendants, who have a principal place of business at 3450 Cahuenga Blvd W Apt 610, Los Angeles, CA 90068. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants’ failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Title 8, Section 1 1070(14) (Failure to Provide Seating). These violations are

actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendants who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendants in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods.

Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones, personal vehicles, and for the purchase and maintenance of their work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones, personal vehicles, and for the purchase and maintenance of their work uniforms in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for

the personal expenses incurred for the use of their personal cell phones, personal computers, personal vehicles, and home internet and for the maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, personal vehicles, and for the purchase and maintenance of their work uniforms, all on behalf of and for the benefit of Defendants.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to conducting security sweeps and unlocking and locking gates. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees

of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked

overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal

break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, 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." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to Plaintiff or any penalty wages owed to Plaintiff under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy

or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Suitable Seating Violations: Plaintiff further alleges that the counters in Defendants' workplace provide ample space at work stations to allow for the presence and use of a stool or seat by Defendants' employees during the performance of their work duties. Defendants' employees' working at Defendants' facilities spend a very substantial portion, and, in many workdays, the vast majority of their working time with Defendants' customers. The nature of the position can reasonably be accomplished while using a seat/stool. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide Plaintiff and the other Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to Plaintiff and all Aggrieved Employees, Defendants violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.