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County of Los Angeles  
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David W. Slayton,  
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By S. Ruiz, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT**

|                                         |                                                        |
|-----------------------------------------|--------------------------------------------------------|
| PEDRO GARCIA,                           | ) Case No.: <b>24STCV15430</b>                         |
|                                         | )                                                      |
|                                         | ) <b>COMPLAINT FOR DAMAGES:</b>                        |
|                                         | )                                                      |
| Plaintiff,                              | ) <b>(1) FAILURE TO PAY MINIMUM WAGE,</b>              |
|                                         | ) <b>VIOLATION OF CALIFORNIA <i>LABOR</i></b>          |
|                                         | ) <b><i>CODE</i> § 1197;</b>                           |
| vs.                                     | )                                                      |
|                                         | ) <b>(2) FAILURE TO PAY OVERTIME WAGES,</b>            |
|                                         | ) <b>VIOLATION OF CALIFORNIA <i>LABOR</i></b>          |
|                                         | ) <b><i>CODE</i> § 510 &amp; WAGE ORDER NO. 5;</b>     |
|                                         | )                                                      |
| MEZ, INC., a California corporation dba | ) <b>(3) FAILURE TO TIMELY PAY FINAL</b>               |
| LUXE SECURITY SERVICES;                 | ) <b>WAGES, VIOLATION OF CALIFORNIA</b>                |
| LUXE SECURITY SERVICES, INC., a         | ) <b><i>LABOR CODE</i> § 201;</b>                      |
| California corporation;                 | )                                                      |
| BRANDON KIRBY, an individual; and       | ) <b>(4) FAILURE TO PROVIDE MEAL &amp; REST</b>        |
| DOES 1 THROUGH 100, inclusive,          | ) <b>PERIODS, VIOLATION OF</b>                         |
|                                         | ) <b>CALIFORNIA <i>LABOR CODE</i> §§ 226.7,</b>        |
|                                         | ) <b>512, &amp; WAGE ORDER NO. 4;</b>                  |
| Defendants.                             | )                                                      |
|                                         | ) <b>(5) FAILURE TO INDEMNIFY FOR WORK-</b>            |
|                                         | ) <b>RELATED EXPENSES, VIOLATION OF</b>                |
|                                         | ) <b>CALIFORNIA <i>LABOR CODE</i> § 2802;</b>          |
|                                         | )                                                      |
|                                         | ) <b>(6) VIOLATION OF CALIFORNIA <i>BUS. &amp;</i></b> |
|                                         | ) <b><i>PROF. CODE</i> §§ 17200 ET SEQ. FOR</b>        |
|                                         | ) <b>UNFAIR BUSINESS PRACTICES;</b>                    |
|                                         | )                                                      |
|                                         | )                                                      |

1 ) (7) **FAILURE TO PROVIDE ACCURATE**  
2 ) **ITEMIZED WAGE STATEMENTS,**  
3 ) **VIOLATION OF CALIFORNIA *LABOR***  
4 ) ***CODE* § 226;**  
5 )  
6 ) (8) **PRIVATE ATTORNEYS GENERAL**  
7 ) **ACT (“PAGA”).**  
8 )  
9 ) **JURY TRIAL DEMANDED**

6 COMES NOW PLAINTIFF PEDRO GARCIA (hereinafter referred to as “GARCIA” or  
7 “Plaintiff”) and complains against the above-named Defendants and for causes of action against the  
8 Defendants, and each of them, as follows:

9 **THE PARTIES**

10 1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or  
11 domiciled in the County of Los Angeles, State of California.

12 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,  
13 Defendants MEZ, INC., a California corporation dba LUXE SECURITY SERVICES, and LUXE  
14 SECURITY SERVICES, INC., a California corporation (hereinafter collectively referred to as  
15 “LUXE Security Services” and collectively with all other Defendants as “Defendants”) were, and  
16 now are, valid businesses of forms unknown, duly organized and existing under the laws of the State  
17 of California, having their principal places of business in the County of Los Angeles, State of  
18 California.

19 3. Plaintiff is informed and believes, and thereon alleges that the abovenamed Defendants are  
20 an “integrated enterprise” under the law, thereby making them jointly liable for the conduct alleged  
21 herein. Plaintiff is informed and believes, and thereon further alleges that there is centralized control  
22 of labor relations between Defendants and an interrelation of operations.

23 4. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein,  
24 Defendant BRANDON KIRBY (hereinafter referred to as “KIRBY” and collectively with all other  
25 Defendants as “Defendants”), was, and now is, an individual domiciled in the County of Los  
26 Angeles, State of California, and is/was a Manager, Officer, Shareholder, Director, Supervisor,  
27

1 Manager, Managing Agent, Owner, Principal, and/or Employee of Defendant LUXE Security  
2 Services.

3 5. California Labor Code Section 558.1 in relevant part declares:

4 (a) Any employer or other person acting on behalf of an employer, who  
5 violates, or causes to be violated, any provision regulating minimum wages  
6 or hours and days of work in any order of the Industrial Welfare  
7 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,  
8 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

9 (b) For purposes of this section, the term “other person acting on behalf of  
10 an employer” is limited to a natural person who is an owner, director, officer,  
11 or managing agent of the employer, and the term “managing agent” has the  
12 same meaning as in subdivision (b) of Section 3294 of the Civil Code.

13 6. Plaintiff is informed and believes, and thereon alleges that Defendant Kirby is a natural  
14 person and an owner, director, officer, and/or managing agent of Defendant LUXE Security  
15 Services, who directly or indirectly, or through an agent or any other person, employed or exercised  
16 control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as  
17 defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his violations  
18 of, or causing Defendants to violate, among other statutes and/or regulations, California Labor Code  
19 Sections 203, 226, 226.7, 1193.6, 1194, or 2802, and/or the applicable Wage Order pursuant to  
20 California Labor Code Section 558.1.

21 7. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual,  
22 or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said  
23 Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to  
24 assert the true names and capacities of the fictitiously named Defendants when the same have been  
25 ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated  
26 as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness,  
27 damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to  
the Plaintiff, as hereinafter alleged.

8. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named  
herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of

1 the remaining Defendants and has acted within the course and scope of such agency and  
2 employment, and with the permission and consent of the co-Defendants.

3 **JURISDICTION AND VENUE**

4 9. This Court has jurisdiction over the claims alleged herein. The relief requested is within the  
5 jurisdiction of this Court.

6 10. Venue is proper in the County of Los Angeles. Defendants conduct business in the County  
7 of Los Angeles and all of Plaintiff's employment was carried out in the County of Los Angeles.

8 11. All of the claims alleged herein arose in the County of Los Angeles.

9 12. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of  
10 attorney's fees, interest, and costs.

11 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

12 13. Plaintiff started working as a Security Guard for Defendant LUXE Security Services  
13 beginning in or around December 2021. His employment ended in or around December 2023.  
14 Plaintiff was considered an hourly, non-exempt employee and his last rate of pay was approximately  
15 \$18.00 per hour.

16 14. The "Aggrieved Employees" are all current and former California employees who worked  
17 for Defendant LUXE Security Services during the relevant time period pursuant to California *Labor*  
18 *Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

19 15. It is Plaintiff's position that Defendant LUXE Security Services committed the following  
20 Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

21 16. Defendant LUXE Security Services did not compensate Plaintiff and other similarly situated  
22 aggrieved employees with the minimum wages to which they were entitled for work performed  
23 and, as such, did not compensate Plaintiff and other similarly situated aggrieved employees for all  
24 hours worked at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197 and  
25 1197.1.

17. This is so because Plaintiff and other similarly situated aggrieved employees either did not receive their daily, legally mandated thirty-minute meal periods, did not receive them timely, and/or were not completely relieved and/or were routinely interrupted during their daily, legally mandated meal periods. Plaintiff and other similarly situated aggrieved employees were often required to continue performing their duties even during their meal periods, thereby resulting in Plaintiff and other similarly situated aggrieved employees not taking their meal periods, not taking them timely, and/or said meal periods being interrupted. Since Plaintiff was not duly compensated for the time he spent working during his meal periods, Defendant LUXE Security Services violated California's minimum wage laws. Notably, Plaintiff's time records evidence the fact that Defendant LUXE Security Services failed to provide him his legally mandated meal periods.

18. As a further result of its failure to provide Plaintiff and other similarly situated aggrieved employees uninterrupted meal periods, or any meal periods, Defendant LUXE Security Services violated California *Labor Code* § 510, because it failed to compensate Plaintiff and other similarly situated aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff and other similarly situated aggrieved employees' actual work hours entitled them to overtime compensation (both daily and weekly). However, they were not paid accurately and fully for their overtime hours worked. Moreover, any incentive and/or bonus payments were not included in calculating Plaintiff and others' regular rate of pay for purposes of determining their correct overtime rate of pay.

19. Defendant LUXE Security Services also violated California *Labor Code* § 226.7 and the applicable Industrial Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. Defendant LUXE Security Services did not relieve Plaintiff and other similarly situated aggrieved employees of all their duties during said rest periods, instead directing them to continue working. Defendant LUXE Security

Services did not pay Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory rest periods was not provided. It was not company policy and/or not part of the company culture for employees such as Plaintiff and other similarly situated aggrieved employees to take their daily rest breaks. Given the heavy workload and expectation for Plaintiff and other similarly situated aggrieved employees to timely complete their tasks, the culture at LUXE Security Services did not lend itself to the employees receiving statutory rest periods at which time they were relieved of all work duties. It was the normal practice and custom of Defendant LUXE Security Services not to authorize, permit, and/or enforce statutory rest periods. As such, the work environment and culture at LUXE Security Services was not conducive to receiving statutory rest breaks under California law.

20. Defendant LUXE Security Services also violated California *Labor Code* §§ 512 and 226.7 along with the applicable Industrial Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff and other similarly situated aggrieved employees the requisite thirty-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. As alleged above, Defendant LUXE Security Services either failed to provide a meal period timely or entirely, or it did not completely relieve Plaintiff and other similarly situated aggrieved employees of all duty during said meal periods. Defendant LUXE Security Services did not duly compensate Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory meal periods was not provided or was interrupted. In addition, meal periods were not consistently taken before the fifth hour worked, in further contravention of California law.

21. Additionally, during the relevant time period, Plaintiff and other similarly situated aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by Defendant LUXE Security Services. These costs include, but are not limited to the requirement to use a personal cellular phone for the benefit of Defendant LUXE Security Services. Despite requiring Plaintiff and other similarly situated aggrieved employees to incur business-

related costs and expenses, Defendant LUXE Security Services did not duly reimburse them. Accordingly, Defendant LUXE Security Services was in violation of California *Labor Code* §§ 2800 and 2802.

22. Furthermore, during the relevant time period, and as a result of the above violations, Defendant LUXE Security Services failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California *Labor Code* § 204.

23. Defendant LUXE Security Services was also in violation of California *Labor Code* § 226(a) by failing to timely provide and/or include pertinent information on Plaintiff and other similarly situated aggrieved employees' wage statements including, but not limited to the name and address of the legal entity that is the employer, all hours worked (minimum wage and overtime), gross wages earned, net wages earned, all applicable hourly rates, all deductions, and premium pay for the missed meal and rest periods, among other information.

24. Defendant LUXE Security Services also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and other similarly situated aggrieved employees pursuant to California *Labor Code* § 1174(d).

25. Defendant LUXE Security Services also violated California *Labor Code* § 203 because it willfully failed to pay to Plaintiff other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum wages, overtime compensation, premium pay for missed meal and rest periods, and reimbursement for the work-related expenses incurred.

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1 I.

2 **FIRST CAUSE OF ACTION**

3 **Failure to Pay Minimum Wage**

4 **[Violation of California *Labor Code* § 1197 and IWC Wage Order No. 4]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 26. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this  
7 Complaint as though duly set forth in full herein.

8 27. At all times relevant herein, Plaintiff was a non-exempt, hourly employee entitled to the  
9 legally mandated minimum wage for each regular hour she worked.

10 28. However, as herein alleged, Defendant LUXE Security Services failed to compensate him  
11 with the true, full, and/or correct minimum wage set forth and required by California *Labor Code* §  
12 1197 and the Industrial Welfare Commission (“IWC”) Wage Order (No. 4) for each regular hour he  
13 worked.

14 29. As herein alleged, Plaintiff was required to continue performing his duties even during his  
15 meal periods, thereby resulting in Plaintiff not taking his meal periods, not taking them timely, and/or  
16 said meal periods being interrupted.

17 30. At all times herein relevant, the public policy of the State of California, as codified,  
18 expressed, and mandated by IWC Wage Order No. 4, Section 11(A), declares unless the employee  
19 is relieved of all duty during his or her thirty minute meal period, the meal period shall be considered  
20 an “on duty” meal period and counted as hours worked, which must be compensated at the  
21 employee’s regular rate of pay.

22 31. Since Plaintiff was not compensated for the time he spent working during his meal periods,  
23 Defendant LUXE Security Services was in violation of California *Labor Code* § 1197, which  
24 declares, “The minimum wage for employees fixed by the commission is the minimum wage to be  
25 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

26 32. As a result of Defendant LUXE Security Services’ failure to compensate Plaintiff with the  
27 legally required minimum wage, Plaintiff is entitled to recover in a civil action the unpaid balance

of the full amount of minimum wage, including interest, reasonable attorney's fees, and costs of suit pursuant to California *Labor Code* § 1194, which declares:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest, reasonable attorney's fees, and costs of suit.

33. Plaintiff is also entitled to liquidated damages pursuant to California *Labor Code* § 1194.2(a).

34. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action."

35. As alleged above, as a "person acting on behalf of an employer" as contemplated by California *Labor Code* § 558.1, Defendant Kirby is also liable for the conduct alleged herein.

36. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

## II.

### **SECOND CAUSE OF ACTION**

#### **Failure to Pay Overtime Wages**

**[California *Labor Code* § 510 and IWC Wage Order No. 4]**

**Against All Defendants & DOES 1 Through 100, Inclusive**

37. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

38. Defendant LUXE Security Services failed to compensate Plaintiff with the true, full, and/or correct overtime compensation he was entitled to pursuant to California *Labor Code* § 510 and IWC Wage Order No. 4.

39. Indeed, as a further result of its failure to provide Plaintiff uninterrupted meal periods, or any meal periods, Defendant LUXE Security Services violated California *Labor Code* § 510, because it failed to compensate Plaintiff overtime compensation, even though he worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout his employment.

40. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by California *Labor Code* § 510 and IWC Wage Order No. 4, Section 3(A), declares, “Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

41. As a result of Defendant LUXE Security Services’ failure to compensate Plaintiff with the true, full, and/or correct amount of his earned overtime wages, Plaintiff is entitled to recover in a civil action the unpaid balance of the overtime compensation, including interest, reasonable attorney’s fees, and costs of suit pursuant to Cal. *Labor Code* § 1194, which declares:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest, reasonable attorney’s fees, and costs of suit.

42. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

43. As alleged above, as a “person acting on behalf of an employer” as contemplated by California *Labor Code* § 558.1, Defendant Kirby is also liable for the conduct alleged herein.

44. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

1 III.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Timely Pay Final Wages**

4 **[Violation of California *Labor Code* § 201]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 45. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this  
7 Complaint as though duly set forth in full herein.

8 46. As herein alleged, Plaintiff's employment ended in or around December 2023. However,  
9 Defendant LUXE Security Services failed to compensate Plaintiff with the true, full, and/or correct  
10 amount of his earned wages in accordance with California *Labor Code* § 201(a), which declares, "If  
11 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due  
12 and payable immediately."

13 47. As a result of Defendant LUXE Security Services' failure to compensate Plaintiff with the  
14 true, full, and/or correct amount his earned wages at the time of his separation, Plaintiff is entitled  
15 to the remedies provided for by California *Labor Code* § 203(a), which declares, "If an employer  
16 willfully fails to pay, without abatement or reduction, in accordance with [Section 201], any wages  
17 of an employee who is discharged..., the wages of the employee shall continue as a penalty from  
18 the due date thereof at the same rate until paid or until an action therefor is commenced; but the  
19 wages shall not continue for more than 30 days."

20 48. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which  
21 in relevant part declares, "In any action brought for the nonpayment of wages, fringe benefits, or  
22 health and welfare or pension fund contributions, the court shall award reasonable attorney's fees  
23 and costs to the prevailing party if any party to the action requests attorney's fees and costs upon  
24 the initiation of the action."

25 49. As alleged above, as a "person acting on behalf of an employer" as contemplated by  
26 California *Labor Code* § 558.1, Defendant Kirby is also liable for the conduct alleged herein.

27 50. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

1 IV.

2 **FOURTH CAUSE OF ACTION**

3 **Failure to Provide Meal and Rest Periods**

4 **[California *Labor Code* § 226.7, 512, and IWC Wage Order No. 4]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 51. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this  
7 Complaint as though duly set forth in full herein.

8 52. Defendant LUXE Security Services failed to provide Plaintiff with his legally mandated rest  
9 periods throughout his employment. As herein alleged, Defendant LUXE Security Services did not  
10 relieve Plaintiff during said rest periods, instead directing and/or requiring him to continue working.

11 53. As herein alleged, Defendant LUXE Security Services also failed to provide Plaintiff daily,  
12 timely, and/or uninterrupted meal periods.

13 54. At all times herein relevant, the public policy of the State of California, as codified,  
14 expressed, and mandated by California *Labor Code* § 226.7(a), declares that no employer shall  
15 require any employee to work during any meal or rest period mandated by an applicable order of the  
16 IWC.

17 55. At all times herein, the public policy of the State of California, as codified, expressed, and  
18 mandated by IWC Wage Order No. 4, Section 12(a), requires that every employer shall authorize  
19 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of  
20 each work period. The authorized rest period time shall be based on the total hours worked daily at  
21 the rate of ten minutes net rest time per four hours or major fraction thereof. Authorized rest period  
22 time shall be counted as hours worked for which there shall be no deduction from wages.

23 56. At all times herein relevant, the public policy of the State of California, as codified,  
24 expressed, and mandated by Cal. *Labor Code* § 512(a) and IWC Wage Order No. 4, Section 11(A),  
25 declares that an employer may not employ an employee for a work period of more than five hours  
26 per day without providing the employee with a meal period of not less than 30 minutes, except that  
27

1 if the total work period per day of the employee is no more than six hours, the period may be waived  
2 by mutual consent of both the employer and employee.

3 57. At all times herein relevant, the public policy of the State of California, as codified,  
4 expressed, and mandated by IWC Wage Order No. 4, Section 11(A), also declares unless the  
5 employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be  
6 considered an “on duty” meal period and counted as hours worked, which must be compensated at  
7 the employee's regular rate of pay. An “on duty” meal period shall be permitted only when the nature  
8 of the work prevents an employee from being relieved of all duty and when by written agreement  
9 between the employer and employee an on-the-job paid meal period is agreed to.

10 58. Moreover, at all times herein relevant, the public policy of the State of California declares  
11 that when an employee works for a work period of more than five hours, a meal period must be  
12 provided no later than the end of the employee’s fifth hour of work, i.e., no later than the start of the  
13 employee’s sixth hour of work.

14 59. California *Labor Code* § 226.7(b) and IWC Wage Order No. 4, Sections 11(B) and 12(B)  
15 declare that if an employer fails to provide an employee a meal period or rest period in accordance  
16 with an applicable order of the IWC, the employer shall pay the employee one additional hour of  
17 pay at the employee's regular rate of compensation for each work day that the meal or rest period is  
18 not provided.

19 60. As such, Plaintiff is entitled to one additional hour of pay at his regular rate of compensation  
20 for each work day when a meal or rest period was not provided or was either interrupted and/or  
21 untimely.

22 61. As a result of the acts of Defendant LUXE Security Services and DOES 1 through 100, and  
23 each of them, Plaintiff is also entitled to compensation for each meal period where he was “on duty.”

24 62. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which  
25 in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or  
26 health and welfare or pension fund contributions, the court shall award reasonable attorney's fees  
27

1 and costs to the prevailing party if any party to the action requests attorney's fees and costs upon  
2 the initiation of the action.”

3 63. As alleged above, as a “person acting on behalf of an employer” as contemplated by  
4 California *Labor Code* § 558.1, Defendant Kirby is also liable for the conduct alleged herein.

5 64. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

6 **V.**

7 **FIFTH CAUSE OF ACTION**

8 **Failure to Reimburse and Indemnify**

9 **[Violation of California *Labor Code* § 2802]**

10 **Against All Defendants & DOES 1 Through 100, Inclusive**

11 65. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this  
12 Complaint as though duly set forth in full herein.

13 66. Throughout his employment, Plaintiff incurred necessary, business-related expenses and  
14 costs that were not reimbursed by Defendant LUXE Security Services. These costs include, but are  
15 not limited to the requirement to use a personal cellular phone for the benefit of Defendant LUXE  
16 Security Services.

17 67. However, despite Plaintiff incurring necessary costs and/or charges for the direct  
18 consequence of the discharge of his duties and Defendant LUXE Security Services’ resultant duty  
19 to duly reimburse and/or indemnify him, Defendant LUXE Security Services failed and/or refused  
20 to reimburse Plaintiff for these work-related expenses, expenditures, and/or losses.

21 68. As such, Defendant LUXE Security Services was in violation of California *Labor Code* §  
22 2802(a), which declares, “An employer shall indemnify his or her employee for all necessary  
23 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her  
24 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the  
25 employee, at the time of obeying the directions, believed them to be unlawful.”

26 69. As a result of Defendant LUXE Security Services failure to indemnify Plaintiff for all  
27 necessary expenditures or losses incurred by him in direct consequence of the discharge of his duties,

1 Plaintiff is entitled to attorney's fees, damages, and awards, with interest, pursuant to Cal. *Labor*  
2 *Code* §§ 2802(b) and (c), which declare:

3 (b) All awards made by a court or by the Division of Labor Standards Enforcement  
4 for reimbursement of necessary expenditures under this section shall carry interest  
5 at the same rate as judgments in civil actions. Interest shall accrue from the date on  
which the employee incurred the necessary expenditure or loss.

6 (c) For purposes of this section, the term "necessary expenditures or losses" shall  
7 include all reasonable costs, including, but not limited to, attorney's fees incurred by  
the employee enforcing the rights granted by this section.

8 70. As alleged above, as a "person acting on behalf of an employer" as contemplated by  
9 California *Labor Code* § 558.1, Defendant Kirby is also liable for the conduct alleged herein.

10 71. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

11 **VI.**

12 **SIXTH CAUSE OF ACTION**

13 **Violation of California *Business & Professions Code* §§ 17200 et seq.**

14 **Against Defendant LUXE Security Services & DOES 1 Through 100, Only**

15 72. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this  
16 Complaint as though duly set forth in full herein.

17 73. Defendant LUXE Security Services engaged in unfair, unlawful, fraudulent, deceptive,  
18 untrue, and/or misleading business practices through the following, among others:

19 a) Defendant LUXE Security Services failed to compensate Plaintiff with the true, full,  
20 and/or correct minimum wage for the regular hours he worked, in violation of Cal. *Labor*  
21 *Code* § 1197;

22 b) Defendant LUXE Security Services failed to compensate Plaintiff with the true, full,  
23 and/or correct amount of his earned overtime wages, in violation of Cal. *Labor Code* § 510;

24 c) Defendant LUXE Security Services failed to compensate Plaintiff with the true, full,  
25 and/or correct amount of his earned wages at the time of his separation, in violation of Cal.  
26 *Labor Code* § 201;

1 d) Defendant LUXE Security Services failed to provide Plaintiff with the full allotment  
2 of his daily meal and rest periods, failed to provide said meal and rest periods in accordance  
3 with applicable timing requirements, and/or failed to provide uninterrupted meal and rest  
4 periods, in violation of Cal. *Labor Code* §§ 226.7 and 512 and IWC Wage Order No. 4;

5 e) Defendant LUXE Security Services failed to reimburse Plaintiff for expenses he  
6 incurred in the direct consequence of the discharge of his duties, in violation of Cal. *Labor*  
7 *Code* § 2802;

8 f) Defendant LUXE Security Services failed to provide Plaintiff with accurate itemized  
9 wage statements, in violation of Cal. *Labor Code* § 226.

10 74. Through its alleged acts and/or omissions, Defendant LUXE Security Services engaged in  
11 unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct  
12 violation of Cal. *Bus. & Prof. Code* §§ 17200 et seq., which prohibits conducting such business.

13 75. Defendant LUXE Security Services' willful and/or reckless conduct constituted unfair  
14 business practices and acts as the harm to the general public outweighs any utility that its conduct  
15 may have produced.

16 76. As a direct result of the conduct, acts, and omissions of Defendant LUXE Security Services  
17 and DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount  
18 to be shown at the time of trial, together with prejudgment interest thereon from the time owed until  
19 paid, all within an amount within the jurisdictional limits of this Court.

20 77. California *Bus. & Prof. Code* § 17205 provides, unless otherwise expressly provided, the  
21 remedies or penalties provided by this chapter are cumulative to each other and to the remedies or  
22 penalties available under all other laws of this state.

23 78. The acts of Defendant LUXE Security Services and DOES 1 through 100, and each of them,  
24 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in willful  
25 and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by  
26 managerial agents and employees of Defendant LUXE Security Services and DOES 1 through 100,  
27 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of

punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. *Civil Code* § 3294(a) and (b).

79. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

## VII.

### **SEVENTH CAUSE OF ACTION**

#### **Failure to Provide Accurate Itemized Wage & Hour Statements**

#### **[California *Labor Code* § 226 et seq.]**

#### **Against All Defendants & DOES 1 Through 100, Inclusive**

80. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

81. Defendant LUXE Security Services failed to provide Plaintiff with accurate itemized wage statements, in direct violation of California *Labor Code* § 226(a).

82. As herein alleged, Defendant LUXE Security Services failed to compensate Plaintiff with the true, full, and/or correct amount of his earned regular and overtime compensation.

83. As herein alleged, Defendant LUXE Security Services failed to pay to Plaintiff the meal and rest period premiums he was entitled to as a result of either missing his meal and/or rest periods or not being given timely and/or uninterrupted meal and/or rest periods.

84. As herein alleged, Defendant LUXE Security Services failed to indemnify Plaintiff for the work-related costs and expenses he incurred in the direct consequence of the discharge of his duties.

85. However, Defendant LUXE Security Services nevertheless issued Plaintiff itemized wage statements purporting to be accurate.

86. At all times relevant herein, California *Labor Code* § 226(a) in relevant part declares:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the

1 name of the employee and only the last four digits of his or her social security  
2 number or an employee identification number other than a social security number,  
3 (8) the name and address of the legal entity that is the employer and, if the employer  
4 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name  
and address of the legal entity that secured the services of 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...

5 87. As a result of LUXE Security Services' failure to maintain proper and/or accurate records  
6 as required by subdivision (a), Plaintiff is entitled to all the remedies, including costs and reasonable  
7 attorney's fees, as provided for by California *Labor Code* § 226(e)(1), which declares, "An  
8 employee suffering injury as a result of a knowing and intentional failure by an employer to comply  
9 with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for  
10 the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for  
11 each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand  
12 dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees."

13 88. As alleged above, as a "person acting on behalf of an employer" as contemplated by  
14 California *Labor Code* § 558.1, Defendant Kirby is also liable for the conduct alleged herein.

15 89. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

### 16 VIII.

### 17 EIGHTH CAUSE OF ACTION

#### 18 Violation of the Private Attorneys General Act

19 [California *Labor Code* §§ 2698 et seq.]

#### 20 Against All Defendants & DOES 1 through 100, Inclusive

21 90. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this  
22 Complaint as though duly set forth in full herein.

23 91. Plaintiff provided the required written notice to the Labor & Workforce Development  
24 Agency ("LWDA") and Defendants of the specific violations of the California Labor Code that  
25 Defendants and DOES 1-100 are alleged to have violated and continue to violate.

26 92. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA  
27 within 65 days of the postmark date of the notice to the LWDA.

1 93. Plaintiff has therefore exhausted all administrative remedies required of him under  
2 California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of  
3 action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

4 94. Pursuant to California *Labor Code* § 2699, any provisions of the Labor Code that provides  
5 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,  
6 commissions, boards, agencies, or employees for violation of the code may, as an alternative, be  
7 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself  
8 and other current or former employees pursuant to the procedures specified in Section 2699.3.

9 95. Plaintiff is an "aggrieved employee" because he was employed by the alleged violators and  
10 had the alleged violations committed against him and is therefore properly suited to represent the  
11 interests of other current and former employees who worked for Defendants in the State of  
12 California during the PAGA period.

13 96. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated  
14 aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of  
15 Defendants' violations of the California Labor Code, as alleged herein.

16 97. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law,  
17 but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking  
18 individual/victim-specific relief under this cause of action.

19 98. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for the following:  
20 violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3,  
21 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other  
22 Labor Codes and Wage Orders violated on the facts alleged in this Complaint.

23 99. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney's fees,  
24 costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated  
25 aggrieved employees as alleged herein in an amount to be shown according to proof at trial and  
26 within the jurisdictional limits of this Court.

1 WHEREFORE, PLAINTIFF PEDRO GARCIA prays for judgment against Defendants and DOES  
2 1-100, and each of them, as follows:

3 1. For damages, penalties, reasonable attorney's fees, and/or costs of suit against Defendants as  
4 provided for by California *Labor Code* §§ 1194 et seq.;

5 2. For all remedies, including attorney's fees and costs, against Defendants as provided for by  
6 California *Labor Code* § 218.5;

7 3. For all remedies against Defendants as provided for by California *Labor Code* § 203;

8 4. For all penalties against Defendants as provided for by California *Labor Code* § 226.7;

9 5. For damages, penalties, attorney's fees, and/or any other damages against Defendants as  
10 provided for by California *Labor Code* § 2802;

11 6. For such relief against Defendant LUXE Security Services as the Court deems appropriate  
12 pursuant to Cal. *Bus. & Prof. Code* §§ 17200 et seq.;

13 7. For damages, penalties, reasonable attorney's fees, and costs of suit against Defendants as  
14 provided for by Cal. *Labor Code* §§ 226(e), (f);

15 8. For punitive and exemplary damages against Defendant LUXE Security Services, according  
16 to proof, as provided for by California *Civil Code* § 3294(a) and (b).

17 9. For the imposition of civil penalties against Defendants;

18 10. For maximum civil penalties against Defendants available under California *Labor Code* §  
19 2699 in a manner and amount authorized by that statute, as described more particularly herein and  
20 representative PAGA claims;

21 11. For all costs and disbursements incurred in this suit;

22 12. For reasonable attorney's fees against Defendants where available by law, including but not  
23 limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil*  
24 *Procedure* § 1021.5, and/or other applicable laws; and

25 ///

26 ///

1 13. For such other and further relief as this Court may deem proper.  
2

3 Dated: June 17, 2024

**SEZGIN KHOUSADIAN LLP**

4 By: Arthur Sezgin  
5 ARTHUR SEZGIN, ESQ.  
6 Attorneys for PLAINTIFF  
7 PEDRO GARCIA  
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