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JASON HARRIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JASON HARRIS, individually and on behalf
all others similarly situated,

Plaintiff,

vs.

TRESTON SECURITY SERVICES, INC., a
California Corporation; MAYNOR
EMMANUEL DARDON, an individual;
MARK DANIEL TRESTON, an individual;
JOSE GOMEZ, an individual; GEORGE O.
CASILLAS, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24STCV02736
[Related Case No.: 24STCV04266]

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

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

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

Professions Code § 17200, et seq.
(Unfair Competition)
11. Violation of California Labor Code
§§ 2698, et seq. (PAGA)

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiff JASON HARRIS (“Plaintiff”) brings this putative class action, on behalf of himself and all other similar situated current and former non-exempt employees, against Defendants Treston Security Services, Inc. (“Treston”), Maynor Emmanuel Dardon, Mark Daniel Treston, Jose Gomez, George O. Casillas, and DOES 1 through 50 (collectively, “Defendants”) for numerous wage and hour violations.

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

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

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

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

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

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

7. Plaintiff brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of themselves and all other Similarly Situated Employees of Defendants in California (hereinafter "Similarly Situated Employees") and all other Aggrieved Employees. Plaintiff seeks to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201-204, 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, California Business and Professions Code section 17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

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

PARTIES, THEIR AGENTS AND JOINT LIABILITY

9. Plaintiff was employed by Defendants as a non-exempt employee from in or around November 2023 to January 2024. Plaintiff's post was the I-10 Freeway Construction Site located in the Los Angeles area.

1 10. At all relevant times herein, Plaintiff was a resident and now is an individual
2 residing in the County of Los Angeles, State of California.

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

14 12. All relevant times herein, Defendant Treston Security Services, Inc. was an
15 employer whose employees were and are engaged to work in the State of California.

16 13. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 Maynor Emmanuel Dardon, Mark Daniel Treston, Jose Gomez, and George O. Casillas are
18 California residents and that Defendants Maynor Emmanuel Dardon, Mark Daniel Treston, Jose
19 Gomez, and George O. Casillas are directors and/or officers of Defendant Treston Security
20 Services, Inc. and operates and/or manages Defendant Treston Security Services, Inc., the
21 company at issue in this lawsuit. On information and belief, and based thereon alleged,
22 Defendants Maynor Emmanuel Dardon, Jose Gomez, and George O. Casillas are residents of the
23 County of Los Angeles in the State of California. On information and belief, and based thereon
24 alleged, Defendants Mark Daniel Treston is a resident of the County of San Bernardino in the
25 State of California.

26 14. The true names and capacities, whether corporate, associate, individual or
27 otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff, who therefore
28 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §

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

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

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

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

25 18. At all relevant times, Plaintiff and, on information and belief, other Similarly
26 Situated Employees of Defendants in California were subject to the same policies, practices, and
27 procedures governing their employment and their payment of wages and hours worked.
28

1 19. Plaintiff is informed and believes and thereon alleges that at all times herein
2 mentioned Defendants and DOES 1 through 50, are and were corporations, business entities,
3 individuals, and partnerships, licensed to do business and actually doing business in the State of
4 California.

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

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

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

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

24. Plaintiff is informed and believes, and based thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policies of Defendants.

25. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by Defendants and suffered one or more of the violations committed by Defendants.

26. Defendants, including DOES 1 THROUGH 50, were Plaintiff's employers or persons acting on behalf of Plaintiff's employer, within the meaning of California Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558, at all relevant times.

27. Defendants, including DOES 1 THROUGH 50, were Plaintiff's employers or persons acting on behalf of Plaintiff's employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JURISDICTION AND VENUE

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

29. The California Superior Court has jurisdiction over Defendants because Defendant International Corporation is a California corporation with its principal place of business within the State of California and was at all relevant times authorized and did do business in the State of California. Further, Plaintiff resides in the State of California and the illegal conduct herein took place within the State of California.

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

CLASS ALLEGATIONS

31. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

32. Defendant Treston Security Services, Inc. is a security company providing security services to businesses throughout California.

33. According to filings with the California Secretary of State, Defendant Maynor Emmanuel Dardon is the Secretary of Defendant Treston Security Services, Inc.

34. According to filings with the California Secretary of State, Defendant Mark Daniel Treston is the Chief Executive Officer and Director of Defendant Treston Security Services, Inc.

35. According to filings with the California Secretary of State, Defendant Jose Gomez is the Chief Executive Officer of Defendant Treston Security Services, Inc.

36. According to filings with the California Secretary of State, Defendant George Casillas is an Officer and Director of Defendant Treston Security Services, Inc.

37. Plaintiff was hired by Defendants on or around November 30, 2023 to work as a security guard at the I-10 Freeway in Los Angeles County. He resigned in or around January 2024.

38. During all relevant times, Plaintiff was scheduled to work shifts of no less than eight (12) hours, such as 6:00 a.m. to 6:00 p.m.

1 39. During all relevant times, Plaintiff was classified as a non-exempt employee and
2 was paid by the hour. Plaintiff is informed and believes, and based thereon alleges, that other
3 Similar Situated Employees were also classified as non-exempt employees and were paid by the
4 hour.

5 40. During all relevant times, Defendants paid Plaintiff his wages and provided wage
6 statements every two weeks. Plaintiff is informed and believes, and based thereon alleges, that
7 other Similar Situated Employees were also paid and received wage statements every two weeks.

8 41. Defendants denied Plaintiff and, on information and belief, other Similarly Situated
9 Employees certain rights afforded to them under the California Labor Code and the Industrial
10 Welfare Commission Wage Orders. Specifically, Defendants did not properly compensate
11 Plaintiff and, on information and belief, other Similarly Situated Employees for all hours worked,
12 failed to pay overtime, failed to pay wages in a timely manner, failed to reimburse Plaintiff and, on
13 information and belief, other Similarly Situated Employees for all necessary expenses, failed to
14 provide adequate and compliant meal and/or rest periods as well as failing to pay the appropriate
15 penalties for their failure to provide such meal and rest periods, failed to provide Plaintiff and, on
16 information and belief, other Similarly Situated Employees with accurate itemized wage
17 statements, failed to maintain accurate records, and failed to pay Plaintiff and, on information and
18 belief, other Similarly Situated Employees with all wages due and owing by the times set forth by
19 law.

20 42. Plaintiff and, on information and belief, other Similarly Situated Employees,
21 worked more than eight hours a day, more than 12 hours in a day and/or more than forty hours a
22 week when employed by Defendants in the positions of security guard and other non-exempt
23 positions.

24 43. For example, Defendants failed to pay Plaintiff and, on information and belief,
25 other Similarly Situated Employees, for days and hours worked. Plaintiff and on information and
26 belief, other Similarly Situated Employees were never paid for complete days that they worked.
27 Additionally, Plaintiff and on information and belief, other Similarly Situated Employees would
28 be required to stay past the end of their shift to be relieved by another security guards. Plaintiff



1 and on information and belief, other Similarly Situated Employees would often be required to stay
2 10 to 30 minutes past the scheduled end of their shift. Plaintiff and on information and belief,
3 other Similarly Situated Employees would clock out when they were actually relieved by another
4 security guard but Defendants' time records did not reflect the actual time that was clocked out.
5 Instead, Defendants would pay Plaintiff and on information and belief, other Similarly Situated
6 Employees based on the scheduled time and Plaintiff and on information and belief, other
7 Similarly Situated Employees would not be paid for time worked post the scheduled end of their
8 shift. As such, Defendants did not pay Plaintiff and on information and belief, other Similarly
9 Situated Employees for all hours worked. As a result, Plaintiff and on information and belief,
10 other Similarly Situated Employees did not receive the statutory minimum wage for all time
11 suffered or permitted to work because they were not properly compensated, nor did they receive
12 proper overtime compensation for all hours worked after the eighth hour in a workday, after the
13 twelfth hour and/or forty hours in a workweek.

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

25 45. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
26 times, Defendants failed to comply with Labor Code § 201.3, which requires employers of
27 security guards to pay their employees on a weekly basis. Plaintiff and, on information and
28

1 believe, other Similarly Situated Employees, were at all relevant times paid every two weeks (i.e.,
2 bi-weekly) in violation of Labor Code § 201.3.

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

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

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

1 second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess
2 of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour
3 of wages on such occasions. Plaintiff and other Similarly Situated Employees did not clock out
4 and in for meal periods. Instead, Defendants automatically deducted 30 minutes from Plaintiff
5 and, on information and belief, other Similarly Situated Employees' time based the assumption
6 that they took compliant meal periods. Automatic deductions of time is not permissible, however,
7 as the applicable Wage Order requires meal periods to be accurately recorded on employees' time
8 records. Moreover, Defendants' time records were not based on the facts. For example,
9 Defendants routinely did not permit Plaintiff and, on information and belief, other Similarly
10 Situated Employees to take their meal periods before the end of the fifth hour for the first meal
11 break and as such, they took the first meal periods late. Similarly, Defendants routinely did not
12 permit Plaintiff and, on information and belief, other Similarly Situated Employees' to take the
13 second meal periods within the first 10 hours of work and as such, they took the second meal
14 periods late.

15 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by
17 not authorizing or permitting Plaintiff, and on information and belief, Similarly Situated
18 Employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major
19 fraction thereof. Plaintiff and, on information and belief, other Similarly Situated Employees
20 worked 12-hour shifts entitling them to at least three rest breaks for every 4 hours of work.
21 Defendants, however, only permitted Plaintiff and, on information and belief, other Similarly
22 Situated Employees to take two rest breaks. Defendants did not pay the requisite rest period
23 premium pay of an additional hour of wages for missed rest breaks. Furthermore, Defendants did
24 not provide adequate resting facilities for Plaintiff and, on information and belief, other Similarly
25 Situated Employees to take breaks. Plaintiff, and on information and belief, Similarly Situated
26 Employees, would either not be able to take their rest breaks at all, not be able to take their rest
27 breaks in a timely manner, would not receive the minimum legally allotted time for a rest break,
28 and/or would be interrupted during their legally mandated rest breaks. Despite the fact that

1 Plaintiff, and on information and belief, Similarly Situated Employees did not receive legally
2 complaint rest breaks and legally compliant meal periods, Defendants did not provide adequate
3 compensation, nor did Defendants provide any premium wages for these missed breaks, as
4 required by law.

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

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

23 52. To this date, Defendants have not paid Plaintiff and, on information and belief,
24 other Similarly Situated Employees all wages owed, including all minimum, regular and overtime
25 wages.

26 53. Defendants failed to pay Plaintiff and, on information and belief, other Similarly
27 Situated Employees of Defendants all wages due during their employment because Defendants did
28

1 not pay Plaintiff and other Similarly Situated Employees all minimum, regular, and overtime
2 wages owed, within the time required by Labor Code § 204.

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

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

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

14 57. Defendants knew or should have known that Plaintiff and the other Similarly
15 Situated Employees were entitled to immediate payment of their wages upon the termination of
16 their employment.

17 58. Defendants knew or should have known that it was required to keep accurate
18 payroll records showing the hours that Plaintiff and the other Similarly Situated Employees
19 worked.

20 59. Defendants knew or should have known that Plaintiff and the other Similarly
21 Situated Employees were entitled to receive complete and accurate wage statements in accordance
22 with California law.

23 60. Defendants knew or should have known that it had an obligation to pay for all
24 hours worked by Plaintiff and the other Similarly Situated Employees, without reduction or
25 rounding, but it willfully, knowingly, and intentionally failed to do so.

26 61. Defendants knew or should have known that it had an obligation to reimburse
27 Plaintiff and other Similarly Situated Employees for business expenditures, such as cell phones
28 and uniforms required for the performance of their jobs.

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

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

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

65. Plaintiff seeks to represent the following Class, which is defined as:

The Non-Exempt Class:

"All current and former non-exempt security guard employees who worked for Defendants in the State of California at any time from February 1, 2020 through the present."

66. Plaintiff also seeks to represent the following Subclass, which is defined as:

The Waiting Time Penalties Subclass:

"All members of the Non-Exempt Class, whose employment with Defendants ended at any time from February 1, 2021 through the present."

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

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

1 **A. Numerosity and Ascertainability**

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

9 **B. Commonality and Predominance**

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

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

- 21 a. Whether Defendants failed to provide adequate and compliant meal and rest
22 periods to Non-Exempt Class Members;
- 23 b. Whether Defendants failed to pay Non-Exempt Class members at least
24 minimum wages and/or all regular wages owed for all hours or fractions of
25 an hour worked and under the control of Defendants;
- 26 c. Whether Defendants failed to timely pay its employees on a weekly basis;
- 27
- 28



- d. Whether Defendants failed to pay Non-Exempt Class members all overtime wages for all hours, or fraction of hours, worked and under the control of Defendant;
- e. Whether Defendants failed to indemnify Non-Exempt Class members for necessary business expenses incurred in direct consequence of the discharge of their duties;
- f. Whether Defendants failed to properly and accurately record and maintain records of all hours worked and wages earned by Non-Exempt Class members;
- g. Whether Defendants failed to provide Non-Exempt Class members with accurate itemized wage statements showing, among other things, the correct number of hours worked and the correct amount of gross and net wages earned; and
- h. Whether Defendants failed to pay Waiting Time Penalties Subclass members all of their wages owed within the required time frames upon separation of employment.

C. Typicality

72. Plaintiff's claims are typical of the claims of all class members because Plaintiff and all class members' claims arise from the same event, practice and/or course of conduct of Defendants. Plaintiff was not provided compliant meal or rest periods. Plaintiff was not provided proper and accurate itemized wage statements identifying all hours worked and payment for all minimum and overtime wages, as well as premium pay for missed meal and rest breaks. Plaintiff did not get paid on a weekly basis as required by the Labor Code for security employees. Plaintiff did not get paid proper overtime compensation for all hours worked after the eighth hour in a workday and/or forty hours in a workweek. Plaintiff was not paid for all hours he worked for Defendants. Plaintiff was required to by Defendants and did use his own cell phone for work, which was not reimbursed by Defendants. As such, Plaintiff is a member of the Class and has suffered the alleged violations of the Labor Code identified herein and the applicable Wage Order.

1 Plaintiff and all class members sustained injuries and damages as a result of Defendants' illegal
2 policies, practices and/or common course of conduct in violation of California wage and hour laws
3 and/or illegal, unfair, or fraudulent business practices.

4 73. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC
5 Wage Order are typical of the Class and Subclass because Defendants' failure to comply with the
6 provisions of California's wage and hour laws which entitles Plaintiff and each class member to
7 similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of
8 action are the same and the remedies sought by Plaintiff and all class members are the same.

9 74. The California Labor Code upon which Plaintiff bases these claims is broadly
10 remedial in nature. These laws and labor standards serve an important public interest in
11 establishing minimum working conditions and standards in California. These laws and labor
12 standards protect the average working employee from exploitation by employers who may seek to
13 take advantage of superior economic and bargaining power in setting onerous terms and
14 conditions of employment.

15 75. The nature of this action and the format of laws available to Plaintiff and members
16 of the Class identified herein make the class action format a particularly efficient and appropriate
17 procedure to redress the wrongs alleged herein. If each employee were required to file an
18 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage
19 since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff
20 with Defendant's vastly superior financial and legal resources. Requiring each Class member to
21 pursue individual remedy would also discourage the assertion of lawful claims by employees who
22 would be disinclined to file an action against their former and/or current employer for real and
23 justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

24 76. The prosecution of separate actions by the individual class members, even if
25 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to
26 individual Class members against the Defendant and which would establish potentially
27 incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to
28 individual Class members which would, as a practical matter, be dispositive of the interest of the

1 other Class members not parties to the adjudications or which would substantially impair or
2 impede the ability of the Class members to protect their interests. Further, the claims of the
3 individual members of the Class are not sufficiently large to warrant vigorous individual
4 prosecution considering all of the concomitant costs and expenses.

5 77. Such a pattern, practice and uniform administration of corporate policy regarding
6 illegal employee compensation described herein is unlawful and creates an entitlement to recovery
7 by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid
8 minimum wages, including interest thereon, applicable penalties and premium pay, reasonable
9 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-204,
10 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
11 1198, 2802, California Business and Professions Code section 17200, *et seq.*, the provisions of the
12 applicable IWC Wage Order and Code of Civil Procedure § 1021.5.

13 78. Proof of a common business practice or factual pattern, which the named Plaintiff
14 experienced and is representative of, will establish the right of each of the members of the Class to
15 recovery on the causes of action alleged herein.

16 79. The Class is commonly entitled to a specific fund with respect to the compensation
17 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those
18 funds being improperly withheld by Defendant. This action is brought for the benefit of the entire
19 class and will result in the creation of a common fund.

20
21
22 **D. Adequacy of Representation**

23 80. Plaintiff has no fundamental conflict of interest with the Class or Subclass he seeks
24 to represent. Plaintiff will adequately protect the interests of all class members because it is in
25 Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and
26 penalties due to him and putative class members. The named Plaintiff is fully prepared to take all
27 necessary steps to represent fairly and adequately the interest of the class defined above.
28

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

E. Superiority of Class Action

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

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

FIRST CAUSE OF ACTION

Failure to Provide Meal and Rest Periods

(Violation of Labor Code § 226.7)

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

84. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

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

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

87. Plaintiff and Class Members worked in excess of five hours per day and accordingly, had a right to take a 30-minute meal period each day worked in excess of five

1 hours. Furthermore, Plaintiff and Class Members who worked in excess of ten hours per day
2 had a right to take a second 30-minute meal period each day worked in excess of ten hours.

3 88. Plaintiff and Class Members who worked at least three and one-half hours had
4 a right to take at least a 10-minute duty free rest period for each four hours or major
5 fraction thereof that they worked. Additionally, Plaintiff and Class Members worked 12-hour
6 shifts entitling them to at least three rest breaks for every 4 hours of work. Defendants, however,
7 only permitted Plaintiff and Class Members to take two rest breaks.

8 89. As a pattern and practice, Defendants regularly required employees to take
9 untimely meal periods without proper compensation and denied Plaintiff and their employees
10 the right to take proper meal periods and rest breaks as required by law. Defendants also did not
11 require Plaintiff and the Class Members to clock out and in for meal breaks.

12 90. Defendants' policy of requiring employees to work through their legally
13 mandated meal periods and rest breaks not allowing them to take proper compliant and timely
14 meal periods and rest breaks is a violation of California law.

15 91. Defendants' policy of never paying for a missed and/or late meal period that was
16 not lawfully provided is a further violation of California law.

17 92. Plaintiff is informed and believes and based thereon allege that Defendants
18 willfully failed to pay employees who were not provided the opportunity to take compliant
19 meal breaks or rest periods the premium compensation set out in Labor Code § 226.7 and the
20 applicable IWC Wage Order, and that Plaintiff and Class Members are owed wages for the
21 meal period violations and rest period violations set forth above.

22 93. Plaintiff are informed and believe and based thereon allege Defendants' willful
23 failure to provide Plaintiff and Class Members the wages due and owing them upon separation
24 from employment results in a continue payment of wages up to thirty days from the time the
25 wages were due. Therefore, Plaintiff and Class Members who have separated from
26 employment are entitled to compensation pursuant to Labor Code § 203.

27 94. Plaintiff and the Class Members are entitled to recover from Defendants the
28 unpaid balance of the unpaid premium compensation pursuant to California Labor Code §

226.7 and the applicable IWC Wage Order, including interest thereon, penalties, reasonable attorney's fees, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Pay Lawful Wages

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

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

95. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

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

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

98. Defendants forced employees to work off-the-clock and/or used an illegal time shaving and/or rounding policies which resulted in time during which Plaintiff and other Similarly Situated Employees were subject to the control of Defendants but were not paid wages for that time. Specifically, Plaintiff is informed and believes, and based thereon alleges, that Defendants had a policy and/or practice of unlawfully rounding Plaintiff's and other Similarly Situated Employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Plaintiff and other Similarly Situated Employees. Over a period of time, Defendants' illegal policy resulted in systematically undercompensating Plaintiff and other Similarly Situated Employees to the detriment of Plaintiff and other Similarly Situated Employees and to the benefit of Defendants. As such, Defendants failed to pay Plaintiff and other Similarly Situated Employees for all the hours that they worked without reduction or rounding. Additionally, Plaintiff and Class Members would be required to stay past the of their shift to be relieved by another security guards. Plaintiff and Class Members would often be required to stay

1 10 to 30 minutes past the scheduled end of their shift. Plaintiff and Class Members would clock
2 out when they were actually relieved by another security guard but Defendants' time records did
3 not reflect the actual time that was clocked out. Instead, Defendants would pay Plaintiff and Class
4 Members based on the scheduled time and Plaintiff and Class Members would not be paid for time
5 worked post the scheduled end of their shift. As such, Defendants did not pay Plaintiff and Class
6 Members for all hours worked. As a result of Defendants' illegal practices and/or policies,
7 Plaintiff and other Similarly Situated Employees did not receive the statutory minimum wage for
8 all time suffered or permitted to work because they were not properly compensated, they did not
9 receive proper overtime compensation for all hours worked over eight hours in any workday and
10 for all hours worked more than forty hours in the workweek.

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

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

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

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime**

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

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

6 102. Plaintiff restates and incorporates by reference all above stated paragraphs as
7 though set forth herein.

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

13 104. Defendants used an illegal time shaving and/or rounding policies and required
14 Plaintiff to work off-the-clock, which resulted in time during which Plaintiff and other Similarly
15 Situated Employees were subject to the control of Defendants but were not paid wages for that
16 time. Additionally, Plaintiff and Class Members would be required to stay past the of their shift to
17 be relieved by another security guards. Plaintiff and Class Members would often be required to
18 stay 10 to 30 minutes past the scheduled end of their shift. Plaintiff and Class Members would
19 clock out when they were actually relieved by another security guard but Defendants' time records
20 did not reflect the actual time that was clocked out. Instead, Defendants would pay Plaintiff and
21 Class Members based on the scheduled time and Plaintiff and Class Members would not be paid
22 for time worked post the scheduled end of their shift. As such, Defendants did not pay Plaintiff
23 and Class Members for all hours worked.

24 105. Moreover, Defendants had a policy and/or practice of unlawfully rounding
25 Plaintiff's and other Similarly Situated Employees' time worked that resulted in systematically
26 undercompensating employees. Defendants' rounding policy and/or practice was not fair and
27 neutral on its face and was applied in a way that favored the underpayment of Plaintiff and other
28 Similarly Situated Employees. Over a period of time, Defendants' illegal policy resulted in

1 systematically undercompensating Plaintiff and other Similarly Situated Employees to the
2 detriment of Plaintiff and other Similarly Situated Employees and to the benefit of Defendants.
3 As such, Defendants failed to pay Plaintiff and other Similarly Situated Employees for all the
4 hours that they worked without reduction or rounding. As a result of Defendants' illegal practices
5 and/or policies, Plaintiff and other Similarly Situated Employees did not receive the statutory
6 minimum wage for all time suffered or permitted to work because they were not properly
7 compensated, they did not receive proper overtime compensation for all hours worked over eight
8 hours in any workday, worked over twelve hours in a workday and/or for all hours worked more
9 than forty hours in the workweek.

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

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

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

FOURTH CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation of Employment

(Violation of Labor Code §§ 201 & 203)

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

109. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

Failure to Timely Pay All Wages By The Appropriate Time Period

(Violation of Labor Code §§ 204)

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

115. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

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

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

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

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

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

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

14 **SIXTH CAUSE OF ACTION**

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

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

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

19 121. Plaintiff restates and incorporates by reference all above stated paragraphs as
20 though set forth herein.

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

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

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

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

3 **SEVENTH CAUSE OF ACTION**

4 **Improper Wage Statements**

5 **(Violation of Labor Code § 226)**

6 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**
7 **Defendants, Except Defendants Maynor Dardon, Mark Treston, Jose Gomez and George**
8 **Casillas]**

9 125. Plaintiff restates and incorporates by reference all above stated paragraphs as
10 though set forth herein.

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

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

25 128. Such a pattern, practice and uniform administration of corporate policy as described
26 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified
27 herein, in a civil action, for all damages or penalties pursuant to Labor Code§ 226, including
28

1 interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor
2 Code § 226.

3 **EIGHT CAUSE OF ACTION**

4 **Failure To Maintain Records**

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

6 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**
7 **Defendants, Except Defendants Maynor Dardon, Mark Treston, Jose Gomez and George**
8 **Casillas]**

9 129. Plaintiff restates and incorporates by reference all above stated paragraphs as
10 though set forth herein.

11 130. Labor Code § 1174 required Defendants to "[k]eep, at a central location in the state
12 or at the plants or establishments at which employees are employed, payroll records showing the
13 hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
14 any applicable piece rate paid to, employees employed at the respective plants or establishments."

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

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

22 133. As alleged herein, Defendants did not and are not keeping accurate records or work
23 hours for Plaintiff and the Non-Exempt Class. Moreover, Defendants failed to accurately record
24 Plaintiff's and the Non-Exempt Class' hours worked, including but not limited to, Defendants
25 failure to record the proper beginning and end of each work period, the beginning and end of each
26 meal period, the total hours worked during the pay period, the applicable rates of pay, and the
27 wages paid. As a direct consequence of Defendants' illegal policies, Defendants did not keep
28 accurate records of the actual hours that Plaintiff and the Non-Exempt Class were under the



control of Defendants, including, but not limited to, time suffered and permitted to work, as well as all wages earned. Such a pattern, practice and uniform administration of corporate policy regarding lack of maintaining of records as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Non-Exempt Class in a civil action for penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 1174.5 and 1198.5.

NINTH CAUSE OF ACTION

Failure To Reimburse Business Expenses

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

[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants, Except Defendants Maynor Dardon, Mark Treston, Jose Gomez and George Casillas]

134. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

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

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

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

1 138. Plaintiff and the Non-Exempt Class incurred expenses in direct consequence of the
2 discharge of their duties of employment with Defendants, but Defendants failed to adequately
3 reimburse them for such expenses.

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

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

24 141. Plaintiff seeks to recover in a civil action to the fullest extent permissible all
25 available remedies including but not limited to the unpaid balance of the indemnification from
26 Defendants' violations, interest thereon permitted by Labor Code § 2802(b), reasonable attorney's
27 fees and costs of suit, declaratory relief, and any other permitted remedies including those
28 permitted pursuant to Labor Code § 2802 and Code of Civil Procedure § 1021.5. The exact

1 amount of reimbursements, interest, costs and attorney's fees will be in an amount to be proved at
2 time of trial.

3 **TENTH CAUSE OF ACTION**

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

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

7 142. Plaintiff restates and incorporates by reference all above stated paragraphs as
8 though set forth herein.

9 143. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
10 competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

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

22 145. Defendants' utilization of such unfair and unlawful business practices constitutes
23 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

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

147. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, et seq., including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

ELEVENTH CAUSE OF ACTION

Violation of Labor Code § 2698, et seq.

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

148. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

149. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties on behalf of himself and all other Aggrieved Employees from January 31, 2023 through the present.

150. Defendants employed Plaintiff and Plaintiff had one or more of the alleged violations committed against her. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the alleged violators employed her and they had one or more of the alleged violations committed against her. As such, Plaintiff is properly suited to represent the interests of other Aggrieved Employees in a PAGA Representative action.

151. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant’s violations of Labor Code §§ 201-204, 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq.

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

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

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

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

12 c. Plaintiff is an “aggrieved employee” because he was employed by the alleged
13 violators and had one or more of the alleged violations committed against her;

14 d. On or about January 31, 2024, Plaintiff satisfied the procedural requirements
15 of section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with his
16 notice for wage and hour violations and penalties, including the facts and theories to support each
17 violation. A true and correct copies of Plaintiff’s PAGA notice is attached hereto as **EXHIBIT 1**.
18 Plaintiff has not received an LWDA notice within sixty-five (65) calendar days of the date of
19 Plaintiff’s notice.

20 e. Therefore, Plaintiff satisfied all the administrative requirements to pursue
21 civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

22 f. Plaintiff files this action pursuant to Labor Code section 2699(a) and (f), on
23 behalf of himself and all other aggrieved employees of Defendants to recover civil penalties,
24 including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code
25 sections 558 and 1197.1.

26 g. Defendants were Plaintiff’s employers or persons acting on behalf of
27 Plaintiff’s employer, within the meaning of California Labor Code section 558, who violated or
28 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
2 are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558,
3 at all relevant times.

4 h. Defendants were Plaintiff's employers or persons acting on behalf of
5 Plaintiff's employer either individually or as an officer, agent, or employee of another person, within
6 the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any
7 employee a wage less than the minimum fixed by California state law, and as such, are subject to
8 civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code
9 section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

10 i. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf
11 of himself and all other Aggrieved Employees of Defendants in California including, but not limited
12 to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1.

13 154. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs
14 incurred herein.

15 155. Plaintiff seeks to recover civil penalties on behalf of himself and other Aggrieved
16 Employees for Defendants' violations of the Labor Code, including but not limited to Defendants'
17 violations of Labor Code sections §§ 201-204, 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512,
18 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, pursuant to Labor Code section 2698,
19 *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to
20 proof at trial and within the jurisdictional limitations of this Court.

21 **PRAYER FOR RELIEF**

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

- 24 1. For an order certifying the proposed Class;
25 2. For an order appointing Plaintiff as the representative of the Class as described
26 herein;
27 3. For an order appointing counsel for Plaintiff as Class counsel;

4. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, and 1197.1 and Code of Civil Procedure § 1021.5 and for such other and further relief as the Court may deem just and proper;

As to the First Causes of Action

(Meal and Rest Period Wages)

5. For general unpaid wages and premium wages pursuant to California Labor Code § 226.7 and such general and special damages as may be appropriate;

6. For pre-judgment interest on any unpaid wages;

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

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

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

As to the Second and Third Causes of Action

(Failure to Pay Minimum and Overtime Wages)

10. For general unpaid wages, including overtime wages, pursuant to California Labor Code §§ 510, 1194, and 1454 and such general and special damages as may be appropriate;

11. For pre-judgment interest on any unpaid wage compensation from the date such amounts were due;

12. For liquidated damages in an amount equal to the wages unlawfully unpaid with the interest thereon pursuant to California Labor Code § 1194.2;

13. For reasonable attorney's fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

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

As to the Fourth Causes of Action

(Wages Not Paid Upon Termination)

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

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

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

As to the Fifth Causes of Action

(Wages Not Paid Upon Termination)

18. For statutory penalties pursuant to California Labor Code §§ 203 and 210;
19. For reasonable attorneys' fees and for costs of suit incurred herein; and
20. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Causes of Action

(Wages Not Paid On A Weekly Basis)

21. For statutory penalties pursuant to California Labor Code § 201.3;
22. For reasonable attorneys' fees and for costs of suit incurred herein; and
23. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

(Improper Wage Statements)

24. For all actual, consequential, and incidental losses and damages, according to proof;
25. For statutory penalties pursuant to California Labor Code § 226(a);
26. For reasonable costs and attorneys' fees pursuant to California Labor Code § 226(e); and
27. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eight Cause of Action

(Failure to Maintain Records)

28. For statutory penalties pursuant to California Labor Code §§ 1174.5 and 1198.5;
29. For reasonable costs and attorneys' fees pursuant to California Labor Code § 1198.5(l);
30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

(Failure to Reimburse Business Expense)

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

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

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

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

As to the Tenth Cause of Action

(Unfair Competition)

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

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

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

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

39. For costs of suit incurred herein; and

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

As to the Eleventh Cause of Action

(PAGA)

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

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

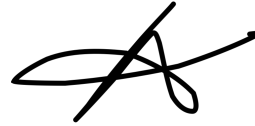
43. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages pursuant to Labor Code section 558 and, pursuant to Labor Code 1197.1, in addition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

1 liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to
2 Labor Code section 203; and

3 44. For such other relief as the Court deems just and proper.
4

5 Dated: July 29, 2024

ARIN | JAMES LLP



7 By: _____

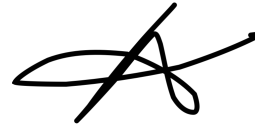
8 ARIN NORIJANIAN
9 JAMES H. DEMERJIAN
10 Attorneys for JASON HARRIS

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff JASON HARRIS demands a jury trial.

13 Dated: July 29, 2024

ARIN | JAMES LLP



15 By: _____

16 ARIN NORIJANIAN
17 JAMES H. DEMERJIAN
18 Attorneys for JASON HARRIS
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Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

January 31, 2024

Via Online Electronic Filing

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

Via Certified Mail

Treston Security Services, Inc.
Maynor Emmanuel Dardon
Mark Daniel Treston
Jose Gomez
George O. Casillas
9836 Atlantic Ave., Suite 208
South Gate, CA 90280

Manuel Castro
Agent for Service of Process
11463 Winchell Street
Whittier, CA 90608

Re: **Jason Harris Wage and Hour Claims Against Treston Security
Services, Inc.**

Dear Labor and Workforce Development Agency, Treston Security Services, Inc. and
others identified above:

Please be advised that Jason Harris ("Mr. Harris") has retained our firm to
represent him for claims against his employers Defendants Treston Security Services,
Inc., Maynor Emmanuel Dardon, Mark Daniel Treston, Jose Gomez and George O.
Casillas (collectively "Defendants"). This correspondence shall serve as Mr. Harris's
written notice under Labor Code § 2699.3 of the claims asserted on behalf of Mr. Harris
and all other aggrieved employees against Defendants. Mr. Harris provides this notice
in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"),
Labor Code § 2699.3.

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



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

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

Factual Background:

Treston Security Services, Inc. ("Treston") is a California corporation. Treston is security company providing security services to businesses throughout California. Messrs. Dardon, Treston, Gomez, Casillas are officers and/or directors of Treston. Defendants employed Mr. Harris as a non-exempt security guard from approximately November 2023 to January 2024. Mr. Harris was paid hourly and worked the Los Angeles County area. Mr. Harris worked full time throughout his employment at Defendants and routinely worked overtime.

Defendants' Labor Code and IWC Wage Order Violations:

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

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

1. Defendants violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Mr. Harris and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Mr. Harris and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour of wages on such occasions. Mr. Harris did not clock out and in for meal periods. Instead, Defendants automatically deducted 30 minutes from Mr. Harris' time based the assumption that he took compliant meal periods. Automatic deductions of time is not



permissible, however, as the applicable Wage Order requires meal periods to be accurately recorded on employees' time records. Moreover, Defendants' time records were not based on the facts. For example, Defendants routinely did not permit Mr. Harris and other non-exempt employees to take their meal periods before the end of the fifth hour for the first meal break and as such, they took the first meal periods late. Similarly, Defendants routinely did not permit Mr. Harris and other non-exempt employees to take the second meal periods within the first 10 hours of work and as such, they took the second meal periods late.

2. Additionally, Defendants violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by not authorizing or permitting Mr. Harris and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Defendants did not authorize or permit Mr. Harris and other non-exempt security guard employees to take legally compliant rest breaks. Mr. Harris and other non-exempt guards worked 12-hour shifts entitling them to at least three rest breaks for every 4 hours of work. Defendants, however, only permitted Mr. Harris and other non-exempt employees to take two rest breaks. Defendants did not pay the requisite rest period premium pay of an additional hour of wages for missed rest breaks. Furthermore, Defendants did not provide adequate resting facilities for Mr. Harris and other non-exempt employees to take breaks.

3. Defendants violated Labor Code §§ 558, 1194, 1197, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Mr. Harris and other non-exempt employees their minimum wage for all hours worked. Specifically, Defendants failed to pay Mr. Harris and other non-exempt employees for days and hours worked. For example, Mr. Harris and other non-exempt employees were never paid for complete days that they worked. Additionally, Mr. Harris and other non-exempt employees would be required to stay past the of their shift to be relieved by another security guards. Mr. Harris and other non-exempt employees would often be required to stay 10 to 30 minutes past the scheduled end of their shift. Mr. Harris and other non-exempt employees would clock out when they were actually relieved by another security guard but Defendants' time records did not reflect the actual time that was clocked out. Instead, Defendants would pay Mr. Harris and other non-exempt employees based on the scheduled time and Mr. Harris and other non-exempt employees would not be paid for time worked post the scheduled end of their shift. As such, Defendants did not pay Mr. Harris and other non-exempt employees for all hours worked. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Harris's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Harris and other non-exempt employees. As a result, Mr. Harris and other nonexempt employees did not receive the statutory minimum wage for all time suffered



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

4. Defendants violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Mr. Harris and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day, over 12 hours in a day or 40 hours in a workweek. Specifically, Mr. Harris and other non-exempt employees worked regular and/or overtime hours but Defendants never compensated nor accounted for that overtime work. Mr. Harris’ and other non-exempt employees’ timesheets would not show any overtime hours worked even though they worked overtime. Additionally, Mr. Harris and other non-exempt employees would be required to stay past the of their shift to be relieved by another security guards. Mr. Harris and other non-exempt employees would often be required to stay 10 to 30 minutes past the scheduled end of their shift. Mr. Harris and other non-exempt employees would clock out when they were actually relieved by another security guard but Defendants’ time records did not reflect the actual time that was clocked out. Instead, Defendants would pay Mr. Harris and other non-exempt employees based on the scheduled time and Mr. Harris and other non-exempt employees would not be paid for time worked post the scheduled end of their shift. As such, Defendants did not pay Mr. Harris and other non-exempt employees for all hours worked. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Harris’s and other non-exempt employees’ time worked that resulted in systematically undercompensating employees. Defendants’ rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Harris and other non-exempt employees. As a result, Mr. Harris and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, twelfth hour in a workday and/or forty hours in a workweek.

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

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



Defendants violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Mr. Harris and other non-exempt employees.

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

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

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

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

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

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Very truly yours,

Arin | James LLP

A handwritten signature in black ink, appearing to be 'Arin Norjianian', with a large, stylized 'A' and 'N'.

Arin Norjianian
James Demerjian

an/jd