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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CIERRA NEWSOM, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

CITY PRIVATE SECURITY INC., a corporation;
and DOES 1 through 100, Inclusive,
Defendants.

FILED
Superior Court of California
County of Los Angeles

04/04/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Case No. 24STCV02386

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) **FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- (4) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*).**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Cierra Newsom (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this Class and Representative Action Complaint against City Private Security Inc.,
3 a corporation; and Does 1 through 100, inclusive (collectively, “Defendants”), and on information
4 and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, brings this class
7 action for recovery of unpaid wages and penalties under Business & Professions Code section
8 17200, *et seq.*; Labor Code sections 201-204, 226, 226.7, 512, 516, 558, 1198, 2802, 2804, 2698
9 *et seq.*; and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to
10 seeking declaratory relief and restitution. This class action is brought pursuant to Code of Civil
11 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the Labor Code
12 because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in Los
16 Angeles County. Defendants conduct business, have an agent or agents within Los Angeles
17 County, and/or otherwise are found within Los Angeles County, and Defendants are within the
18 jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
22 the filing of this action and within the statute of limitations periods applicable to each cause of
23 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
24 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
25 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-
26 204, 226, 226.7, 512, 516, 558, 1198, 2802, 2804, and 2698 *et seq.*; California Business &
27 Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4, which sets
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1 employment standards for professional, technical, clerical, mechanical and similar occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
4 business as a security company, and that they employed Plaintiff and other similarly situated non-
5 exempt employees within Los Angeles County and the state of California.

6 5. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
10 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
11 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
13 unlawful employment practices, wrongs, injuries, and damages complained of herein.

14 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
15 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

16 7. At all times herein mentioned, each of said Defendants participated in the acts
17 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
18 each of them, were the agents, servants, and employees of each of the other Defendants, as well
19 as the agents of all Defendants, and at all times herein mentioned were acting within the course
20 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
21 and/or otherwise ratified each of the acts or omissions alleged herein.

22 8. At all times mentioned herein, Defendants, and each of them, were members of
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
25 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
26 Members (as defined in Paragraph 17).

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1 **GENERAL FACTUAL ALLEGATIONS**

2 9. Plaintiff was employed by Defendants as a security guard from approximately
3 January 2023 until approximately July 2023.

4 10. During Plaintiff's employment with Defendants, Defendants failed to reimburse
5 Plaintiff and other non-exempt employees for expenses they incurred in the course of their
6 employment. Specifically, Defendants required Plaintiff and other non-exempt employees to use
7 their personal cellular phones to download the EPAY application to record their hours; to
8 communicate with dispatch, management, and other employees; and other work purposes. Despite
9 requiring Plaintiff and other non-exempt employees to use their personal cellular phones for
10 work-related purposes, Defendants have failed to reimburse Plaintiff and other non-exempt
11 employees for any portion of their personal cellular phone bills. As a result of the foregoing,
12 Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code
13 § 2802 and *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

14 11. Furthermore, Defendants have failed to reimburse Plaintiff and other non-exempt
15 employees for vehicle expenses incurred during their employment. Specifically, Defendants
16 required Plaintiff and other non-exempt employees to drive while patrolling worksites; however,
17 Defendants' company vehicles were not equipped with climate control, which forced Plaintiff and
18 other non-exempt employees to use their personal vehicles to patrol worksites, as the temperatures
19 inside the company vehicles were often impossible or impracticable to work in. Despite requiring
20 Plaintiff and other non-exempt employees to use their personal vehicles for work related purposes,
21 Defendants have failed to reimburse Plaintiff and other non-exempt employees for any portion of
22 their vehicle expenses, including but not limited to gas and mileage.

23 12. Defendants have also failed to provide Plaintiff and other non-exempt employees
24 with all statutorily mandated meal periods due to Defendants' meal period policies/practices.
25 Specifically, Defendants required Plaintiff and other non-exempt employees to waive their right
26 to a meal period prospectively on all shifts, regardless of shift length. The blanket and involuntary
27 nature of these "waivers" rendered them ineffective and unlawful. Moreover, even assuming
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1 *arguendo* that the nature of employment made it impracticable for Plaintiff and other non-exempt
2 employees to take a meal period, the meal waiver is not a lawful on-duty meal period agreement,
3 as it failed to comply with the requirements of Wage Order 4, § 11, including the requirement that
4 the written waiver advise employees of their right to revoke the agreement at any time.

5 13. As a result of Defendants' policy and practice, Plaintiff frequently did not receive
6 a meal period. For example, Plaintiff's time records reflect that on February 20, 2023 and on May
7 1, 2023, Plaintiff punched in at 9:45 a.m. and punched out at 5:45 p.m. without punching out for
8 any break during those eight hour shifts. On those instances that Defendants failed to provide
9 meal periods to Plaintiff and other non-exempt employees, Defendants failed to pay the meal
10 period premiums required by Labor Code § 226.7. Upon information and belief, during at least a
11 portion of the putative class period, Defendants maintained no payroll code or other mechanism
12 for paying meal period premiums when Defendants failed to authorize and permit a legally
13 compliant rest period.

14 14. Defendants have also failed to authorize and permit rest periods for Plaintiff and
15 other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-
16 minute rest period for every 4 hours worked or major fraction thereof, as Plaintiff and other non-
17 exempt employees were frequently unable to take the rest periods to which they were entitled as
18 a result of having no other employee relieve them of their work duties and being on-call at all
19 times during their shifts. In those instances Defendants failed to authorize and permit Plaintiff
20 and other non-exempt employees to take a legally compliant rest period, Defendants failed to pay
21 the rest period premiums required by Labor Code § 226.7. Upon information and belief, during
22 at least a portion of the putative class period, Defendants maintained no payroll code or other
23 mechanism for paying rest period premiums when Defendants failed to authorize and permit a
24 legally compliant rest period.

25 15. As a result of Defendants' failure to pay meal and rest period premium wages,
26 Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt
27 employees at the separation of their employment.

1 16. As a further result of Defendants' failure to pay meal and rest period premium
2 wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements
3 to Plaintiff and other non-exempt employees.

4 **CLASS ACTION ALLEGATIONS**

5 17. Class Definitions: Plaintiff bring this action on behalf of herself and the following
6 Classes pursuant to Section 382 of the Code of Civil Procedure:

7 a. The Expense Reimbursement Class consists of all of Defendants' non-exempt
8 employees who were required to use their personal cellular phones and/or personal vehicles
9 for work-related purposes, at any time from four years prior to the filing of this action
10 through the present.

11 b. The Meal Period Class consists of all of the Defendants' current and former non-
12 exempt employees in California who worked at least one shift in excess of 5.0 hours, at
13 any time from four years immediately preceding the filing of this action through the
14 present.

15 c. The Rest Period Class consists of all of the Defendants' current and former non-
16 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
17 time from four years immediately preceding the filing of this action through the present.

18 d. The Wage Statement Class consists of all members of the Meal Period Class and/or
19 Rest Period Class who received a wage statement at any time from one year immediately
20 preceding the filing of this action through the present.

21 e. The Waiting Time Class consists of all members of the Meal Period Class and/or
22 Rest Period Class who are no longer employed by Defendants and whose employment with
23 Defendants ended at any time from three years immediately preceding the filing of this
24 action through the present.

25 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
26 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
27 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
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fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- ii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iv. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and
- v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' meal period, rest period, expense reimbursement, wage statement, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As

alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal and rest period policies/practices, was furnished with inaccurate wage statements, was deprived of all final wages upon her separation of employment from Defendants, and was not reimbursed for all expenses she incurred in carrying out her job duties for Defendants.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of

conduct for Defendants. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. At all relevant times, Defendants were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

26. At all relevant times, Defendants were subject to Labor Code § 2804, which states, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

27. Due to Defendants’ unlawful policy and practice of requiring employees to use their personal cellular phones for work purposes, and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

28. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class suffered damages in sums, which will be shown according to proof.

29. Plaintiff and members of the Expense Reimbursement Class are entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

30. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,

Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this Complaint.

33. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

35. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

36. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

37. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing,

1 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
2 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
3 1 of the California Constitution.

4 **FOURTH CAUSE OF ACTION**

5 **WAGE STATEMENT VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
10 and the Wage Statement Class with accurate and complete itemized wage statements that
11 included, among other requirements, all meal and rest period premium wages earned.

12 40. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
13 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
14 among other things, the non-payment of all their meal and rest period premium wages owed and
15 deprived them of information necessary to identify the discrepancies in Defendants' reported data.

16 41. Defendants' failures create an entitlement to recovery by Plaintiff and members of
17 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
18 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
19 of suit, pursuant to Labor Code §§ 226 and 226.3.

20 **FIFTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(AGAINST ALL DEFENDANTS)**

23 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 43. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
25 an employer to pay all wages immediately at the time of separation of employment in the event
26 the employer discharges the employee, or the employee provides at least 72 hours of notice of
27 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
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1 to quit, said employee's wages become due and payable not later than 72 hours upon said
2 employee's last date of employment.

3 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
5 at their separation from employment, including (but not limited to) unpaid meal and rest period
6 premium wages.

7 45. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
8 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
9 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
10 to the requirements of Labor Code §§ 201-203.

11 46. Defendants' failure to pay all final wages was willful within the meaning of Labor
12 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
13 Time Class their earned wages upon separation from employment results in a continued payment
14 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
15 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
16 attorneys' fees and costs of suit.

17 **SIXTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(AGAINST ALL DEFENDANTS)**

20 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 48. Defendants have engaged, and continue to engage, in unfair and/or unlawful
22 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to
23 provide meal periods or pay meal period premium wages, failure to authorize and permit rest
24 periods or pay rest period premium wages, failing to furnish accurate and complete itemized wage
25 statements, failing to reimburse business expenses, and failing to pay all earned wages at
26 separation of employment.

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1 49. Defendants' utilization of these unfair and/or unlawful business practices has
2 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
3 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
4 Defendants' competitors who have been and/or are currently employing workers and attempting
5 to do so in honest compliance with applicable wage and hour laws.

6 50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
7 herein, Plaintiff for herself, and on behalf of the members of the Classes, seeks full restitution of
8 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
9 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

10 51. The acts complained of herein occurred within the four years immediately
11 preceding the filing of this action.

12 52. Plaintiff was compelled to retain the services of counsel to file this court action to
13 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
14 of Defendants' current employees, and to enforce important rights affecting the public interest.
15 Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is
16 entitled to recover under Code of Civil Procedure § 1021.5.

17 **SEVENTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(AGAINST ALL DEFENDANTS)**

20 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 54. Defendants have committed several Labor Code violations against Plaintiff and
22 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor
23 Code § 2698 *et seq.* Plaintiff, acting on behalf of herself and other aggrieved employees, brings
24 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
25 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
26 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
27 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
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intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802 and 2804;
- b. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 204, 210, 226.7, 512, and 1198;
- c. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 204, 210, 226.7, 516, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226(a);
- e. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203; and
- f. Failing to maintain accurate records (including but not limited to records of actual hours worked) on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code § 1174.

55. On or about January 30, 2024, Plaintiff notified Defendant City Private Security Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 54 (a)-(f) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

56. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRA YER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, 516, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

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8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;

10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

11. Prejudgment interest on all due and unpaid wages and other damages pursuant to California Labor Code § 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

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1 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 226(e) and 2802(c), 2699(g), and Code of Civil Procedure § 1021.5; and

3 13. For such other and further relief the Court may deem just and proper.
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6 Date: April 4, 2024

Respectfully submitted,
ABRAMSON LABOR GROUP

7 By: Neil Larsen
8 Neil M. Larsen
9 Attorneys for Plaintiff

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
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14 Dated: April 4, 2024

Respectfully submitted,
ABRAMSON LABOR GROUP

15 By: Neil Larsen
16 Neil M. Larsen
17 Attorneys for Plaintiff
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