

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
03/14/2025

Chad Finke, Executive Officer / Clerk of the Court
By: D. Drew Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KEITH LACY, individually, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

v.

FISHER EXECUTIVE PROTECTION LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 24CV075959

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND CIVIL PENALTIES
FOR VIOLATION OF LABOR CODE
§ 2698 *et seq.* (PRIVATE ATTORNEYS
GENERAL ACT OF 2004)**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code section 2698 *et seq.* ("PAGA");
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*
- (10) Retaliation in Violation of Labor Code Section 1102.5 (Cal. Lab. Code § 1102.5)

Plaintiff Keith Lacy (“Plaintiff”) hereby submits his Complaint against Defendant Fisher Executive Protection LLC and DOES 1 through 100, inclusive (collectively, “Defendants”), for damages and penalties as follows:

INTRODUCTION

1. This individual action is brought pursuant to Labor Code § 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as independent claims arising from these California Labor Code sections.

2. This Complaint challenges Defendants’ illegal employment practices resulting in violations of the stated provisions of the Labor Code against Plaintiff.

3. Plaintiff is informed and believes and thereon alleges Defendants jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in (1) failing to pay all meal period wages and rest break wages, (2) failing to properly calculate and pay all minimum and overtime wages, (3) failing to provide accurate wage statements, (4) failing to pay all wages due and owing during employment and upon termination of employment, (5) failing to reimburse all necessary business expenses, (6) retaliating against Plaintiff for reporting its unlawful labor practices.

JURISDICTION AND VENUE

4. This action is brought pursuant to PAGA. The civil penalties and monetary damages sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

5. This 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 courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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6. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff Keith Lacy is an individual residing in the State of California. Plaintiff was employed by Defendants from 2018 to January 2022.

10. Plaintiff is informed and believes and thereon alleges that Defendants are licensed to do business and actually doing business in the State of California, including the County of Alameda.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

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1 **12.** At all times herein mentioned, Defendants, and each of them, were agents,
2 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
3 conspirators and assigns, each of the other, and at all times relevant hereto were acting within the
4 course and scope of their authority as such agents, partners, joint venturers, representatives,
5 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
6 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
7 authorization and consent of each Defendant designated herein.

8 **13.** As such, and based upon all the facts and circumstances incident to
9 Defendants' business in California, Defendants are subject to PAGA and Labor Code §§ 201,
10 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1102.5, 1174(d), 1194,
11 1197, 1197.1, 1198, 2800 and 2802.

12 **FIRST CAUSE OF ACTION**
13 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 510 AND 1198)**
14 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

15 **14.** Plaintiff re-alleges and incorporates by reference the allegations contained
16 in Paragraphs 1 through 13, and each and every part thereof with the same force and effect as
17 though fully set forth herein.

18 **15.** California Labor Code section 1198 and the applicable Industrial Welfare
19 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
20 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
21 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

22 **16.** Specifically, the applicable IWC Wage Order provides that Defendants are
23 and were required to pay Plaintiff, who work(ed) more than eight (8) hours in a day or more than
24 forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of
25 eight (8) hours in a day or more than forty (40) hours in a workweek.

26 **17.** The applicable IWC Wage Order further provides that Defendants are and
27 were required to pay Plaintiff overtime compensation at a rate of two times HIS regular rate of
28 pay for all hours worked in excess of twelve (12) hours in a day.

1 **18.** California Labor Code section 510 codifies the right to overtime
2 compensation at one-and-one-half times the regular hourly rate for hours worked in excess of
3 eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
4 seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked
5 in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
6 of work.

7 **19.** During the relevant time period set forth herein, Plaintiff worked in excess
8 of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

9 **20.** During the relevant time period set forth herein, Defendants intentionally
10 and willfully failed to pay overtime wages owed to Plaintiff.

11 **21.** Defendants' failure to pay Plaintiff the unpaid balance of overtime
12 compensation, as required by California laws, violates the provisions of California Labor Code
13 sections 510 and 1198, and is therefore unlawful.

14 **22.** Pursuant to California Labor Code section 1194, Plaintiff is entitled to
15 recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

16 **SECOND CAUSE OF ACTION**

17 **(VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226.7 and 512(a))**

18 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

19 **23.** Plaintiff re-alleges and incorporates by reference the allegations contained
20 in paragraphs 1 through 22, and each and every part thereof with the same force and effect as
21 though fully set forth herein.

22 **24.** At all relevant times, the IWC Order and California Labor Code sections
23 226.7 and 512(a) were applicable to Plaintiff's employment by Defendants.

24 **25.** At all relevant times, California Labor Code section 226.7 provides that
25 no employer shall require an employee to work during any meal or rest period mandated by an
26 applicable order of the California IWC.

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1 **26.** At all relevant times, the applicable IWC Wage Order and California
2 Labor Code section 512(a) provide that an employer may not require, cause or permit an
3 employee to work for a work period of more than five (5) hours per day without providing the
4 employee with a meal period of not less than thirty (30) minutes, except that if the total work
5 period per day of the employee is no more than six (6) hours, the meal period may be waived
6 by mutual consent of both the employer and employee.

7 **27.** At all relevant times, the applicable IWC Wage Order and California
8 Labor Code section 512(a) further provide that an employer may not require, cause or permit
9 an employee to work for a work period of more than ten (10) hours per day without providing
10 the employee with a second uninterrupted meal period of not less than thirty (30) minutes,
11 except that if the total hours worked is no more than twelve (12) hours, the second meal period
12 may be waived by mutual consent of the employer and the employee only if the first meal
13 period was not waived.

14 **28.** During the relevant time period, Plaintiff was scheduled to work for a
15 period of time no longer than six (6) hours, did not waive his legally-mandated meal periods
16 by mutual consent, was required to work for periods longer than five (5) hours without an
17 uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

18 **29.** During the relevant time period, Plaintiff was scheduled to work for a
19 period of time in excess of six (6) hours was required to work for periods longer than five (5)
20 hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest
21 period.

22 **30.** During the relevant time period, Defendants intentionally and willfully
23 required Plaintiff to work during meal periods and failed to compensate Plaintiff the full meal
24 period premium for work performed during meal periods.

25 **31.** During the relevant time period, Defendants failed to pay Plaintiff the
26 full meal period premium due pursuant to California Labor Code section 226.7.

27 **32.** Defendants' conduct violates applicable IWC Wage Order and
28 California Labor Code sections 226.7 and 512(a).

1 **33.** Pursuant to applicable IWC Wage Order and California Labor Code
2 section 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at
3 the employee's regular rate of compensation for each work day that the meal or rest period is
4 not provided.

5 **THIRD CAUSE OF ACTION**

6 **(VIOLATION OF CALIFORNIA LABOR CODE SECTION 226.7)**

7 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

8 **34.** Plaintiff re-alleges and incorporates by reference the allegations contained
9 in paragraphs 1 through 33, and each and every part thereof with the same force and effect as
10 though fully set forth herein

11 **35.** At all times herein set forth, the applicable IWC Wage Order and
12 California Labor Code section 226.7 were applicable to Plaintiff's employment by Defendants.

13 **36.** At all relevant times, California Labor Code section 226.7 provides that
14 no employer shall require an employee to work during any rest period mandated by an
15 applicable order of the California IWC.

16 **37.** At all relevant times, the applicable IWC Wage Order provides that
17 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar
18 as practicable shall be in the middle of each work period" and that the "rest period time shall
19 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four
20 (4) hours or major fraction thereof" unless the total daily work time is less than three and one-
21 half (3 ½) hours.

22 **38.** During the relevant time period, Defendants required Plaintiff to work
23 four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
24 four (4) hour period worked.

25 **39.** During the relevant time period, Defendants willfully required Plaintiff
26 to work during rest periods and failed to pay Plaintiff the full rest period premium for work
27 performed during rest periods.

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1 **40.** During the relevant time period, Defendants failed to pay Plaintiff the
2 full rest period premium due pursuant to California Labor Code section 226.7

3 **41.** Defendants' conduct violates applicable IWC Wage Orders and
4 California Labor Code section 226.7.

5 **42.** Pursuant to the applicable IWC Wage Orders and California Labor Code
6 section 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at
7 his regular hourly rate of compensation for each work day that the rest period was not provided.

8 **FOURTH CAUSE OF ACTION**

9 **(VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1194, 1197, and 1197.1)**

10 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

11 **43.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 42,
12 and each and every part thereof with the same force and effect as though fully set forth herein.

13 **44.** At all relevant times, California Labor Code sections 1194, 1197, and
14 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser
15 wage than the minimum so fixed is unlawful.

16 **45.** During the relevant time period, Defendants failed to pay minimum
17 wage to Plaintiff as required, pursuant to California Labor Code sections 1194, 1197, and
18 1197.1.

19 **46.** Defendants' failure to pay Plaintiff the minimum wage as required
20 violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections
21 Plaintiff is entitled to recover the unpaid balance of their minimum wage compensation as well
22 as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages
23 unlawfully unpaid and interest thereon.

24 **47.** Pursuant to California Labor Code section 1197.1, Plaintiff is entitled to
25 recover a penalty or restitution of \$100.00 for the initial failure to timely pay each employee
26 minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum
27 wages.

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1 **48.** Pursuant to California Labor Code section 1194.2, Plaintiff is entitled to
2 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
3 thereon.

4 **FIFTH CAUSE OF ACTION**
5 **(VIOLATION OF CALIFORNIA LABOR CODE SECTION 203)**
6 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

7 **49.** Plaintiff re-alleges and incorporates by reference the allegations contained
8 in paragraphs 1 through 48, and each and every part thereof with the same force and effect as
9 though fully set forth herein.

10 **50.** At all relevant times herein set forth, California Labor Code sections 201
11 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at
12 the time of discharge are due and payable immediately, and if an employee quits his or her
13 employment, his or her wages shall become due and payable not later than seventy-two (72)
14 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
15 intention to quit, in which case the employee is entitled to his or her wages at the time of
16 quitting.

17 **51.** During the relevant time period, Defendants intentionally and willfully
18 failed to pay Plaintiff his wages, earned and unpaid, within seventy-two (72) hours of him
19 leaving Defendants' employ.

20 **52.** Defendants' failure to pay Plaintiff his wages, earned and unpaid, within
21 seventy-two (72) hours of him leaving Defendants' employ, is in violation of California Labor
22 Code sections 201 and 202.

23 **53.** California Labor Code section 203 provides that if an employer willfully
24 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
25 employee shall continue as a penalty from the due date thereof at the same rate until paid or
26 until an action is commenced; but the wages shall not continue for more than thirty (30) days.

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1 **54.** Plaintiff is entitled to recover from Defendants the statutory penalty
2 wages for each day he was not paid, up to a thirty (30) day maximum pursuant to California
3 Labor Code section 203.

4 **SIXTH CAUSE OF ACTION**

5 **(VIOLATION OF CALIFORNIA LABOR CODE SECTION 226(a))**

6 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

7 **55.** Plaintiff re-alleges and incorporates by reference the allegations contained
8 in paragraphs 1 through 54, and each and every part thereof with the same force and effect as
9 though fully set forth herein.

10 **56.** At all material times set forth herein, California Labor Code section
11 226(a) provides that every employer shall furnish each of his or her employees an accurate
12 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
13 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
15 on written orders of the employee may be aggregated and shown as one item, (5) net wages
16 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
17 the employee and his or her social security number, (8) the name and address of the legal entity
18 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee. The deductions
20 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
21 showing the month, day, and year, and a copy of the statement or a record of the deductions
22 shall be kept on file by the employer for at least three years at the place of employment or at a
23 central location within the State of California.

24 **57.** Defendants have intentionally and willfully failed to provide Plaintiff
25 with complete and accurate wage statements. The deficiencies include, but are not limited to:
26 the failure to include the total number of hours worked by Plaintiff.

27 **58.** As a result of Defendants' violation of California Labor Code section
28 226(a), Plaintiff has suffered injury and damage to their statutorily-protected rights.

1 **59.** More specifically, Plaintiff has been injured by Defendants' intentional
2 and willful violation of California Labor Code section 226(a) because he was denied both their
3 legal right to receive, and their protected interest in receiving, accurate and itemized wage
4 statements pursuant to California Labor Code section 226(a).

5 **60.** Plaintiff is entitled to recover from Defendants the greater of his actual
6 damages caused by Defendants' failure to comply with California Labor Code section 226(a),
7 or an aggregate penalty not exceeding four thousand dollars.

8 **61.** Plaintiff is also entitled to injunctive relief to ensure compliance with this
9 section, pursuant to California Labor Code section 226(g).

10 **SEVENTH CAUSE OF ACTION**
11 **(VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2800 and 2802)**
12 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

13 **62.** Plaintiff re-alleges and incorporates by reference the allegations contained
14 in paragraphs 1 through 61, and each and every part thereof with the same force and effect as
15 though fully set forth herein.

16 **63.** Pursuant to California Labor Code sections 2800 and 2802, an employer
17 must reimburse its employee for all necessary expenditures incurred by the employee in direct
18 consequence of the discharge of his or her job duties or in direct consequence of his or her job
19 duties or in direct consequence of his or her obedience to the directions of the employer.

20 **64.** Plaintiff incurred necessary business-related expenses and costs that
21 were not fully reimbursed by Defendants.

22 **65.** Defendants have intentionally and willfully failed to reimburse Plaintiff
23 for all necessary business-related expenses and costs. Plaintiff is entitled to recover from
24 Defendants his business-related expenses and costs incurred during the course and scope of
25 their employment, plus interest accrued from the date on which the employee incurred the
26 necessary expenditures at the same rate as judgments in civil actions in the State of California.

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EIGHTH CAUSE OF ACTION

(VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.*)

(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)

66. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

67. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

68. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

69. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff to work through their meal and rest periods without paying him proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, and 202. Defendants also violated California Labor Code sections 226(a). Moreover, Defendant failed to reimburse all business expenses in violation of California Labor Code section 2800 and 2802.

70. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

71. Plaintiff has been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

1 **72.** Pursuant to California Business & Professions Code sections 17200, et
2 seq., Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during
3 a period that commences four years prior to the filing of this Complaint; an award of attorneys'
4 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws;
5 and an award of costs.

6 **NINTH CAUSE OF ACTION**
7 **(VIOLATION OF CALIFORNIA LABOR CODE SECTION 2698 et seq.)**
8 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

9 **73.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 72
10 as though fully set forth herein.

11 **74.** PAGA expressly establishes that any provision of the California Labor
12 Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
13 departments, divisions, commissions, boards, agencies or employees for a violation of the
14 California Labor Code, may be recovered through a civil action,¹ brought by an aggrieved
15 employee on behalf of himself or herself, and other current or former employees.

16 **75.** On February 15, 2024, Plaintiff provided written notice to the LWDA and
17 Defendants of the specific provisions of the Labor Code he contends were violated, and the
18 theories supporting his contentions. Plaintiff believes that on or about June 30, 2021, the sixty-
19 five (65) days' notice period expired, and the LWDA did not take any action to investigate or
20 prosecute this matter. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the
21 written notice to the LWDA. Therefore, Plaintiff exhausted the statutory time period to bring this
22 action.

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26 ¹ Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial
27 Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of
28 action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one
(1) year statute of limitations for Plaintiff's PAGA cause of action was tolled during this time
period.

1 76. Plaintiff and the other hourly-paid or non-exempt employees are
2 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current
3 or former employees of Defendants within the State of California at any time during the period
4 from April 26, 2020 to the present, and one or more of the alleged violations was committed
5 against them.

6 **Failure to Pay Minimum and Overtime Wages**

7 77. At all times relevant herein, Defendants were required to compensate their
8 non-exempt employees minimum wages for all hours worked and overtime wages for all hours
9 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
10 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

11 78. As a policy and practice, Defendants failed to compensate Plaintiff and
12 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
13 all minimum wages and overtime wages, where applicable.

14 **Failure to Provide Meal Periods and Rest Breaks**

15 79. In accordance with the mandates of Labor Code §§ 226.7 and 512,
16 Defendants were required to authorize and permit their non-exempt employees to take a 10-
17 minute rest break for every four (4) hours worked or major fraction thereof, and were further
18 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
19 hours worked.

20 80. As a policy and practice, Defendants failed to provide Plaintiff and other
21 aggrieved current and former employees with legally-mandated meal periods and rest breaks and
22 failed to pay proper compensation for this failure.

23 **Failure to Timely Pay Wages During Employment**

24 81. At all times relevant herein, Defendants were required to pay their
25 employees within a specified time period pursuant to the mandate of Labor Code § 204.

26 82. As a policy and practice, Defendants failed to pay Plaintiff and other
27 aggrieved current and former employees all wages due and owing them within the required time
28 period.

1 **Failure to Timely Pay Wages Upon Termination**

2 **83.** At all times relevant herein, Defendants were required to pay their
3 employees all wages owed in a timely fashion at the end of employment pursuant to California
4 Labor Code §§ 201 to 204.

5 **84.** As a result of Defendants' Labor Code violations alleged above,
6 Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages
7 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
8 Labor Code § 203.

9 **Failure to Provide Complete and Accurate Wage Statements**

10 **85.** At all times relevant herein, Defendants were required to keep *accurate*
11 records regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
12 1174.

13 **86.** As a result of Defendants' various Labor Code violations, Defendants
14 failed to keep accurate records regarding Plaintiff and other aggrieved current and former
15 employees. For example, Defendants failed in their affirmative obligation to keep accurate
16 records regarding Plaintiff and other aggrieved current and former employees' gross wages
17 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and
18 the number of hours worked at each hourly rate.

19 **Failure to Provide Paid Sick Days**

20 **87.** At all times relevant herein, Defendants were required to provide their
21 employees with paid sick days pursuant to Labor Code § 246,

22 **88.** As a policy and practice, Defendants failed to provide Plaintiff and other
23 aggrieved current and former employees with paid sick days pursuant to Labor Code § 246.

24 **Failure to Reimburse Business Expenses**

25 **89.** At all times relevant herein, Defendants were required to reimburse its
26 employees for any and all necessary expenditures or losses incurred by the employees in direct
27 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§ 2800
28 and 2802.

1 **90.** As a policy and practice, Defendants failed to pay Plaintiff and other
2 aggrieved current and former employees all business expenses incurred and owing them within
3 the required time period.

4 **Penalties**

5 **91.** Pursuant to California Labor Code § 2699, Plaintiff, individually, and on
6 behalf of other current and former aggrieved employees, requests and is entitled to recover from
7 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,
8 including but not limited to:

9 **92.** Penalties under California Labor Code § 2699 in the amount of a hundred
10 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
11 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

12 **93.** Penalties under California Code of Regulations Title 8 § 11040 in the
13 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation,
14 and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent
15 violation;

16 **94.** Penalties under California Labor Code § 210 in addition to, and entirely
17 independent and apart from, any other penalty provided in the California Labor Code in the
18 amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial
19 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
20 subsequent violation;

21 **95.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars
22 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty
23 dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

24 **96.** Any and all additional penalties as provided by the Labor Code and/or
25 other statutes; and

26 **97.** Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699,
27 and any other applicable statute.

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TENTH CAUSE OF ACTION

(RETALIATION IN VIOLATION OF LABOR CODE §1102.5)

(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)

98. The allegations set forth in paragraphs 1 through 97 are re-alleged and incorporated herein by reference.

99. Plaintiffs opposed practices prohibited by Labor Code Section 1102.5 and the 226(a), 510, 1194, 1197, 1198 by complaining to Defendants' Human Resources manager. Less than an hour later, Plaintiff's direct supervisor terminated them. Thus, Defendant retaliated against Plaintiff for their actions reporting and opposing practices forbidden by Labor Code Section 1102.5 and the 226(a), 510, 1194, 1197, 1198, including by terminating Plaintiff's employment.

100. Defendants' conduct as alleged above constituted unlawful retaliation in employment on account of Plaintiff's protected activity in violation of California Labor Code section 1102.5 et seq.

101. That as a proximate result of the acts of Defendants, and each of them, as described above, Plaintiff have suffered and will continue to suffer economic damages, including lost wages, lost benefits, loss of promotional opportunity, and other compensatory damages in an amount to be ascertained.

102. That as a direct and proximate result of the conduct of Defendants, and each of them, Plaintiff was forced to incur substantial costs.

103. Plaintiffs also requests their attorneys' fees and costs, as well as all economic damages and non-economic damages.

104. WHEREFORE, Plaintiffs request relief as hereafter provided.

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As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff;
2. For general unpaid wages at overtime wage rates and such general and special damages in the amount of \$2,175.00;
3. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
4. For attorneys' fees in the amount of \$36,500 and costs of suit in the amount of \$2,377.66 incurred herein pursuant to California Labor Code section 1194; and
5. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff;
7. That the Court make an award to Plaintiff of one (1) hour of pay at the employee's regular rate of compensation for each workday that a meal period was not provided;
8. For premium wages in the amount of \$2,900.00 pursuant to California Labor Code section 226.7(b);
9. For pre-judgment interest on any unpaid wages from the date such amounts were due;
10. For reasonable attorneys' fees in the amount of \$36,500 and costs of suit in the amount of \$2,377.66 of suit incurred herein; and
11. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

7. That the Court make an award to Plaintiff of one (1) hour of pay at the employee's regular rate of compensation for each workday that a meal period was not provided;
8. For premium wages in the amount of \$2,900.00 pursuant to California Labor Code section 226.7(b);
9. For pre-judgment interest on any unpaid wages from the date such amounts were due;
10. For reasonable attorneys' fees in the amount of \$36,500 and costs of suit in the amount of \$2,377.66 of suit incurred herein; and
11. For such other and further relief as the Court may deem just and proper.

10. For reasonable attorneys' fees in the amount of \$36,500 and costs of suit in the amount of \$2,377.66 of suit incurred herein; and

11. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff;

13. That the Court make an award to Plaintiff of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

14. For premium wages pursuant to California Labor Code section 226.7(b) in the amount of \$2,900.00;

15. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

16. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff;

18. For general unpaid wages and such general and special damages in the amount of \$1,450;

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

20. For reasonable attorneys' fees in the amount of \$36,500 and costs of suit in the amount of \$2,377.66 of incurred herein pursuant to California Labor Code section 1194(a);

21. For liquidated damages pursuant to California Labor Code section 1194.2; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff;

1 **24.** For statutory wage penalties pursuant to California Labor Code section
2 203 for Plaintiff in the amount of \$4,800.00;

3 **25.** For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 **26.** For such other and further relief as the Court may deem just and proper.

6 **As to the Sixth Cause of Action**

7 **27.** That the Court declare, adjudge and decree that Defendants violated the
8 record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage
9 Orders as to Plaintiff, and willfully failed to provide accurate itemized wage statements thereto;

10 **28.** For statutory penalties in the amount of \$4,000.00 pursuant to California
11 Labor Code section 226(e);

12 **29.** For such other and further relief as the Court may deem just and proper.

13 **As to the Seventh Cause of Action**

14 **30.** That the Court declare, adjudge and decree that Defendants violated
15 California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff for all
16 necessary business-related expenses as required by California Labor Code sections 2800 and
17 2802;

18 **31.** For actual, consequential and incidental losses and damages, in the
19 amount of \$200.00;

20 **32.** For reasonable attorneys' fees in the amount of \$36,500 and costs of suit
21 in the amount of \$2,377.66 incurred herein;

22 **33.** For such other and further relief as the Court may deem just and proper.

23 **As to the Eighth Cause of Action**

24 **34.** That the Court decree, adjudge and decree that Defendants violated
25 California Business and Professions Code sections 17200, *et seq.* by failing to provide all meal
26 and rest periods to Plaintiff, failing to pay at least minimum wages to, failing to pay Plaintiff's
27 wages timely as required by California Labor Code section 201, and 202 and by violating
28 California Labor Code sections 226(a), 2800, and 2802.

1 **35.** For restitution of unpaid wages to Plaintiff and all pre-judgment interest
2 from the day such amounts were due and payable;

3 **36.** For the appointment of a receiver to receive, manage and distribute any
4 and all funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections 17200,
6 *et seq.*;

7 **37.** For reasonable attorneys' fees in the amount of \$36,500 and costs of suit
8 in the amount of \$2,377.66 incurred herein pursuant to California Code of Civil Procedure
9 section 1021.5; and

10 **38.** For such other and further relief as the Court may deem just and proper.

11 **As to the Ninth Cause of Action**

12 **39.** Upon the Cause of Action, for civil penalties in the amount of \$25,350.00
13 to Plaintiff, pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants'
14 violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510,
15 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

16 **40.** Upon the Cause of Action, for civil penalties to the aggrieved employees
17 pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor
18 Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d),
19 1194, 1197, 1197.1, 1198, 2800 and 2802.

20 **41.** Upon the Cause of Action, for costs in the amount of \$2,377.66 of and
21 attorneys' fees in the amount of \$36,500 pursuant to Labor Code §§ 210, 1194, and 2699, and
22 any other applicable statute; and

23 **42.** For such other and further relief the court may deem just and proper.

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As to the Tenth Cause of Cause of Action

43. That the Court decree, adjudge and decree that Defendants violated California Labor Code Section 1102.5 by terminating Plaintiff's employment after they complained about their wages being delivered late and Defendant's history of failing to pay the proper amount, thereby opposing practices prohibited by Labor Code Section 1102.5 and 226(a), 510, 1194, 1197, 1198 by complaining to Defendants' Human Resources manager about violations of these practices.

44. For restitution of lost wages to Plaintiff in the amount of \$9,870.00 and all pre-judgment interest from the day such amounts were due and payable;

45. Punitive damages in the amount of double Plaintiff's unpaid wages and lost wages due to their wrongful termination;

46. For noneconomic damages, meaning Plaintiff's pain and suffering in the amount of \$49,350.

47. For attorneys' fees in the amount of \$36,500 and costs of suit in the amount of \$2,377.66 incurred herein.

Dated: March 14, 2025

JUSTICE LAW CORPORATION

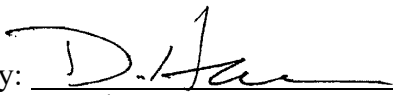
By: 
Douglas Han
Shunt Tatavos-Gharajeh
Lily Short
Attorneys for Plaintiff

EXHIBIT 1

February 15, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: FISHER EXECUTIVE PROTECTION LLC

Dear Representative:

We have been retained to represent Keith Lacy against Fisher Executive Protection LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "FISHER").

Mr. Lacy is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Lacy may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Fisher Executive Protection LLC is a California limited liability company located at 2128 Broadway, Oakland, California 94612.

FISHER employed Mr. Lacy as an hourly-paid non-exempt Security Guard within one year of the date of this letter (until or until around January 2024). FISHER directly controlled the wages, hours and/or working conditions of Mr. Lacy's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Lacy may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of FISHER within the State of California.

¹ Mr. Lacy does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Lacy will amend this notice when the true names and capacities are known. Mr. Lacy is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Lacy and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

FISHER failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Lacy has standing to pursue penalties on behalf of the state for violations affecting all of the aggrieved employees at FISHER, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

FISHER has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1102.5(b) and (d), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. FISHER failed to compensate Mr. Lacy and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. FISHER also failed to include non-discretionary bonuses into aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Lacy and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, FISHER failed to pay aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, FISHER routinely required Mr. Lacy and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with FISHER's policies and expectations and patrol property. FISHER failed to provide coverage to Mr. Lacy and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, FISHER failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, FISHER failed to compensate Mr. Lacy and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." FISHER required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." FISHER required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, FISHER failed to pay aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, FISHER failed to pay Mr. Lacy and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, FISHER did not provide Mr. Lacy and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from FISHER were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Lacy and other aggrieved employees, (2) total hours worked by Mr. Lacy and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for aggrieved employees, (5) net wages earned by Mr. Lacy and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Lacy and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1102.5(b) requires that an employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. California Labor Code section 1102.5(d) prohibits retaliation against an employee for having excused their rights pursuant to California Labor Code section 1102.5(b). Mr. Lacy was terminated in retaliation for his protected activity of reporting FISHER's noncompliance with appropriate regulations to an employee who had the authority to investigate, discover, or correct the noncompliance.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, FISHER failed to keep accurate and complete payroll records showing the hours worked daily by and the wages paid to Mr. Lacy and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, FISHER did not provide Mr. Lacy and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by FISHER, including for using their personal cell phones for work-related purposes.

We believe that Mr. Lacy and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1102.5(b) and (d), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
February 15, 2024
Page 7 of 7

Mr. Lacy will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of FISHER within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Antoine E. Fisher
c/o Fisher Executive Protection LLC
2128 Broadway St.
Oakland, California 94612
Agent for Service of Process for Fisher Executive Protection LLC

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is award@justicelawcorp.com

On March 26, 2025, I served the foregoing document described as

**FIRST AMENDED COMPLAINT FOR DAMAGES AND CIVIL PENALTIES FOR
VIOLATION OF LABOR CODE § 2698 et seq. (PRIVATE ATTORNEYS GENERAL
ACT OF 2004)**

for the following case: **Lacy v. Fisher Executive Protection LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-1011247-24**
Court Case No.: 24CV075959
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 26, 2025, at Pasadena, California.



Alex Ward