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

JERMAINE BANKS and ALBERT BAWAAN,  
on behalf of themselves and all others similarly  
situated,

Plaintiff,

vs.

STRATEGIC SECURITY CORP, a corporation;  
and DOES 1 through 100, Inclusive,

Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles

06/24/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

Case No. 24STCV09801

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

- (1) **FAILURE TO PAY OVERTIME  
WAGES (LABOR CODE §§ 204, 510,  
511, 558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 204, 558, 1182.12,  
1194, 1194.2, 1197, 1198)**
- (3) **FAILURE TO REIMBURSE  
BUSINESS EXPENSES (LABOR  
CODE §§ 2802, 2804);**
- (4) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 1198);**
- (5) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 1198);**
- (6) **WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, *et seq.*);**
- (7) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (8) **UNFAIR COMPETITION (BUS. &  
PROF. CODE § 17200, *et seq.*);**
- (9) **CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698, *et seq.*).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiffs Jermaine Banks and Albert Bawaan (“Plaintiffs”), on behalf of themselves and  
2 all others similarly situated, hereby bring this Class and Representative Action Complaint against  
3 Strategic Security Corp, a corporation; and Does 1 through 100, inclusive (collectively,  
4 “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiffs, on behalf of themselves and all others similarly situated, bring 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, 510, 511, 512, 516, 558, 1174, 1194,  
9 1198, 2802, and 2804, 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 4  
10 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This class action is  
11 brought pursuant to Code of Civil Procedure section 382. This Court has jurisdiction over  
12 Defendants’ violations of the Labor Code because the amount in controversy exceeds this Court’s  
13 jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiffs are over the age of eighteen (18). At all relevant times herein, Plaintiffs  
22 were, and currently are, California residents. During the four years immediately preceding the  
23 filing of this action and within the statute of limitations periods applicable to each cause of action  
24 pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs were,  
25 and are, victims of Defendants’ policies and/or practices complained of herein, lost money and/or  
26 property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204,  
27 226, 226.7, 510, 511, 512, 516, 558, 1174, 1194, 1198, 2802, 2804, 2698 *et seq.*; California  
28 Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4, which

1 sets employment standards for professional, technical, clerical, mechanical and similar  
2 occupations.

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

7 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or  
8 corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said  
9 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to  
10 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed  
11 and believe, and thereon allege, that each of said fictitious defendants, whether individual,  
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
13 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 21) to be subject to  
14 the unlawful employment practices, wrongs, injuries, and damages complained of herein.

15 6. Plaintiffs are informed and believe, and based thereon allege, that at all times  
16 mentioned herein, Defendants were and are the employers of Plaintiffs and all Class members.

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

23 8. At all times mentioned herein, Defendants, and each of them, were members of  
24 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
26 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all  
27 Class Members (as defined in Paragraph 21).

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10. During Plaintiffs' employment with Defendants, Plaintiffs and other non-exempt employees often worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek in California, but Defendants failed to pay them overtime compensation at one-and-a-half times (or two times in the case of double-time) their "regular rate" of pay as required under Labor Code § 510 and Wage Order 4. Specifically, Defendants paid Plaintiffs at two or three different base rates of pay during the same workweek. However, in workweeks where Plaintiffs earned multiple rates of pay and also worked overtime, Defendants paid Plaintiffs' overtime at 1.5 times their lower base rate of pay (or at an even lower rate) and failed to incorporate Plaintiffs' higher rate of pay into their "regular rate" when calculating overtime.

12. In some instances, Defendants paid overtime at a rate lower than even the base rate of pay, and/or otherwise failed to pay overtime at the proper rate. For example, in the pay period of October 1-7, 2023, Plaintiff Banks' wage statement reflects that he worked a total of 32 regular hours at various rates of pay, including at a rate of \$23.00 (24.0 hours) and \$25.00 (8.0 hours). That same wage statement reflects that Plaintiff Banks was paid for 12 overtime hours at a rate of \$37.50 (3 hours) and a rate of \$30.00 (9 hours), the latter rate being less than 1.5 times even his lower rate of pay for that workweek. Likewise, in the workweek of July 16-22, 2023, Plaintiff Banks' wage statement reflects that he worked 40 regular hours at various rates, including at a

rate of \$23.00 (24 hours) and a rate of \$25.00 (16 hours). However, the same wage statement reflects that he was paid for 15 overtime hours at a rate of \$30.00, which is less than 1.5 times even Plaintiff Banks' lower base rate of pay for the workweek.

13. Defendants have also rounded Plaintiffs' hours worked to the quarter-hour, and on information and belief, this has resulted in Plaintiffs and other non-exempt employees being under-paid, resulting in unpaid wages including minimum wages and overtime wages.

14. Defendants have also failed to reimburse Plaintiffs and other non-exempt employees for expenses they incurred in the course of their employment. Specifically, Defendants required Plaintiffs and other non-exempt employees to use their personal cellular phones to download the E-Hub and Lighthouse application to record their hours and to communicate with management, write reports, and other work purposes. Despite requiring Plaintiffs and other non-exempt employees to use their personal cellular phones for work-related purposes, Defendants have failed to reimburse Plaintiffs and other non-exempt employees for any portion of their personal cellular phone bills. As a result of the foregoing, Plaintiffs and other non-exempt employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

15. Defendants also failed to reimburse Plaintiffs and other non-exempt employees for other work-related expenses. Specifically, Defendants required Plaintiffs to wear protective gear, maintain weapons, and use various other equipment while on-duty, but Defendants failed to provide Plaintiffs with the protective gear, weapons, and other required equipment, which forced Plaintiffs and other non-exempt employees to purchase these items on their own. Despite requiring Plaintiffs and other non-exempt employees to purchase these and/or other items for work purposes, Defendants have failed to reimburse Plaintiffs and other non-exempt employees for any portion of their work related costs.

16. Defendants have also failed to provide Plaintiffs and other non-exempt employees with all statutorily mandated meal periods due to Defendants' meal period policies/practices. Specifically, Defendants required Plaintiffs and other non-exempt employees to remain on-duty for the entirety of their shift, and they were not allowed to leave the jobsite for any reason. Even

1 assuming *arguendo* that the nature of employment made it impracticable for Plaintiffs and other  
2 non-exempt employees to take a meal period, no meal waiver was put into place as required by  
3 Wage Order 4, § 11.

4 17. As a result of Defendants' policy and practice, Plaintiffs did not receive a meal  
5 period. For example, Plaintiff Jermaine Banks' punch-in records show no record of him punching  
6 out for lunch for the majority of his employment with Defendants. On those instances that  
7 Defendants failed to provide meal periods to Plaintiffs and other non-exempt employees,  
8 Defendants failed to pay the meal period premiums required by Labor Code § 226.7. Upon  
9 information and belief, during at least a portion of the putative class period, Defendants  
10 maintained no payroll code or other mechanism for paying meal period premiums when  
11 Defendants failed to authorize and permit a legally compliant meal period.

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

23 19. As a result of Defendants' failure to pay overtime wages owed and all meal and  
24 rest period premium wages, Defendants failed to pay all wages to Plaintiffs and other formerly  
25 employed non-exempt employees at the separation of their employment.

26 20. As a further result of Defendants' failure to pay all overtime wages owed and all  
27 meal and rest period premium wages, Defendants maintained inaccurate payroll records, and  
28 issued inaccurate wage statements to Plaintiffs and other non-exempt employees.

1 **CLASS ACTION ALLEGATIONS**

2 21. Class Definitions: Plaintiffs bring this action on behalf of themselves and the  
3 following Classes pursuant to Section 382 of the Code of Civil Procedure:

4 a. The Overtime Class consists of all of Defendants' current and former non-exempt  
5 employees in California who (i) were subject to Defendants' timekeeping and payroll  
6 practices; and/or (ii) worked more than 8.0 hours in a workday and/or over 40.0 hours in a  
7 work week, and earned different rates of pay in the same pay period, at any time from four  
8 years immediately preceding the filing of this action to the present.

9 b. The Minimum Wage Class consists of all of Defendants' current and former non-  
10 exempt employees in California who were subject to Defendants' timekeeping and payroll  
11 practices, at any time from four years immediately preceding the filing of this action to the  
12 present.

13 c. The Expense Reimbursement Class consists of all of Defendants' non-exempt  
14 employees who were required to use their personal cellular phones and/or purchased  
15 weapons, protective hear, or other equipment for work-related purposes, at any time from  
16 four years prior to the filing of this action through the present.

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

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

24 f. The Wage Statement Class consists of all members of the Minimum Wage Class,  
25 Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage  
26 statement at any time from one year immediately preceding the filing of this action through  
27 the present.

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

22. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the Classes number greater than one hundred (100) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

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

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- iii. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class;
- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- v. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

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vii. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment.

24. **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' timekeeping, overtime, 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.

25. **Typicality:** Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs were employed by Defendants as a non-exempt employees in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiffs, like the members of the Classes, were subject to Defendants' timekeeping, overtime, meal and rest period policies/practices, were furnished with inaccurate wage statements, were deprived of all final wages upon their separation of employment from Defendants, and were not reimbursed for all expenses they incurred in carrying out their job duties for Defendants.

26. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' 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.

27. **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

1 take advantage of superior economic and bargaining power in setting onerous terms and  
2 conditions of employment. The nature of this action and the format of laws available to Plaintiffs  
3 and members of the Classes make the class action format a particularly efficient and appropriate  
4 procedure to redress the violations alleged herein. If each employee were required to file an  
5 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able  
6 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly  
7 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue  
8 an individual remedy would discourage the assertion of lawful claims by employees who would  
9 be disinclined to file an action against their former and/or current employer for real and justifiable  
10 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the  
11 prosecution of separate actions by individual class members would create a substantial risk of  
12 inconsistent or varying verdicts or adjudications with respect to the individual class members  
13 against Defendants herein; and which would establish potentially incompatible standards of  
14 conduct for Defendants. Further, the claims of the individual members of the Classes are not  
15 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant  
16 costs and expenses attending thereto. As such, the Classes identified in Paragraph 21 are  
17 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 28. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

22 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,  
23 and 1198, which provide that non-exempt employees are entitled to overtime wages for all  
24 overtime hours worked and provide a private right of action for the failure to pay all overtime  
25 compensation for overtime work performed.

26 30. At all relevant times, Defendants were required to pay Plaintiffs and Overtime  
27 Class members for overtime pursuant to Labor Code § 1194 and Wage Order 4. Wage Order 4, §  
28 3 requires an employer to pay “one and one-half (1½) times [the] employee’s regular rate of pay”

for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. It also requires an employer to pay double the employee's regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive workday in the workweek.

31. As alleged herein, Defendants have caused Plaintiffs and Overtime Class members to work overtime hours but have not compensated them at one and one-half times (or two times) their regular rate of pay for such hours.

32. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 511, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

## **SECOND CAUSE OF ACTION**

### **MINIMUM WAGE VIOLATIONS**

#### **(AGAINST ALL DEFENDANTS)**

33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

34. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

35. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 4.

36. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay

those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

37. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

38. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest thereon, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 558, 1174, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

### **THIRD CAUSE OF ACTION**

#### **FAILURE REIMBURSE BUSINESS EXPENSES**

#### **(AGAINST ALL DEFENDANTS)**

39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

40. At all 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."

41. At all 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."

42. Due to Defendants' unlawful policy and practice of requiring employees to use their personal cellular phones for work purposes and to purchase their own safety gear, result in the failure to reimburse Plaintiffs and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

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

44. Plaintiffs 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.

45. 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, Plaintiffs 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.

**FOURTH CAUSE OF ACTION**

**MEAL PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

46. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

47. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiffs 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.

48. 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.

**FIFTH CAUSE OF ACTION**

**REST PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

50. 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.

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

52. The foregoing violations create an entitlement to recovery by Plaintiffs and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

**SIXTH CAUSE OF ACTION**

**WAGE STATEMENT VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

53. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

54. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, overtime wages, meal and rest period premium wages earned.

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

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

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1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 57. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

11 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
12 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them  
13 at their separation from employment, including (but not limited to) unpaid overtime wages, meal  
14 and rest period premium wages.

15 60. Further, Plaintiffs are informed and believe, and based thereon allege, that as a  
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members  
17 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant  
18 to the requirements of Labor Code §§ 201-203.

19 61. Defendants' failure to pay all final wages was willful within the meaning of Labor  
20 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting  
21 Time Class their earned wages upon separation from employment results in a continued payment  
22 of daily wages up to thirty days from the time the wages were due. Plaintiffs and members of the  
23 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable  
24 attorneys' fees and costs of suit.

25 **EIGHTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

28 62. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

65. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves, and on behalf of the members of the Classes, seek full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

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

67. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

### **NINTH CAUSE OF ACTION**

#### **PRIVATE ATTORNEYS GENERAL ACT**

#### **(AGAINST ALL DEFENDANTS)**

68. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

69. Defendants have committed several Labor Code violations against Plaintiffs and other aggrieved employees. Plaintiffs are "aggrieved employee" within the meaning of Labor

Code § 2698 *et seq.* Plaintiffs, acting on behalf of themselves and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) 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 \$100.00 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 pay Plaintiffs and other aggrieved employees all overtime wages earned, in violation of Labor Code §§ 204, 510, 511, 558, 1194, and 1198;
- b. Failing to reimburse Plaintiffs and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- c. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiffs and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiffs and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiffs and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

1 f. Failing to pay all wages owed to Plaintiffs and other aggrieved former  
2 employees at their separation of employment, in violation of Labor Code §§  
3 201-203; and

4 g. Failing to maintain accurate records (including but not limited to records of  
5 actual hours worked) on behalf of Plaintiffs and other aggrieved employees, in  
6 violation of Labor Code § 1174.

7 70. On or about April 18, 2024, Plaintiffs notified Defendant Strategic Security Corp,  
8 via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via  
9 its website, of Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring  
10 a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations  
11 of the California Labor Code identified in paragraph 69 (a)-(g) above. Now that sixty-five days  
12 have passed from Plaintiffs’ notifying Defendants and the LWDA of these violations, Plaintiffs  
13 have exhausted their administrative requirements for bringing a claim under the Private Attorneys  
14 General Act with respect to these violations.

15 71. Plaintiffs were compelled to retain the services of counsel to file this court action  
16 to protect their interests and the interests of other aggrieved employees, and to assess and collect  
17 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs,  
18 which they are entitled to recover under California Labor Code § 2699(g).

19 **PRAYER**

20 WHEREFORE, Plaintiffs prays for judgment for themselves and for all others on whose  
21 behalf this suit is brought against Defendants, as follows:

- 22 1. For an order certifying the proposed Classes;
- 23 2. For an order appointing Plaintiffs as representatives of the Classes;
- 24 3. For an order appointing counsel for Plaintiffs as counsel for the Classes;
- 25 4. Upon the First Cause of Action, for compensatory, consequential, general, and  
26 special damages according to proof pursuant to Labor Code §§ 204, 510, 511, 558, 1194, and  
27 1198;
- 28 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,  
2 1197, and 1198;

3 6. Upon the Third Cause of Action, for compensatory, consequential, general, and  
4 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

5 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and  
6 special damages according to proof pursuant to Labor Code §§ 226.7, 512, 516, and 1198;

7 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and  
8 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

9 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §  
10 226, *et seq.*;

11 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to  
12 Labor Code §§ 201-203;

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

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

1 Labor Code § 2699(f);

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

5 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
6 226(e), 1194, and 2802(c), 2699(g), and Code of Civil Procedure § 1021.5; and

7 15. For such other and further relief the Court may deem just and proper.  
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9  
10 Date: June 24, 2024

Respectfully submitted,  
ABRAMSON LABOR GROUP

11 By: Neil Larsen  
12 Neil M. Larsen  
13 Attorneys for Plaintiffs

14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.  
16

17  
18 Dated: June 24, 2024

Respectfully submitted,  
ABRAMSON LABOR GROUP

19 By: Neil Larsen  
20 Neil M. Larsen  
21 Attorneys for Plaintiffs  
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