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Attorneys for Plaintiff SHANNEN GARNER,
Individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SHANNEN GARNER and on behalf of all
others similarly situated,

Plaintiff,

v.

STRATEGIC SECURITY SERVICES,
INC.; and DOES 1-50, inclusive,

Defendants.

CASE NO.: CIVSB2412063

**FIRST AMENDED COMPLAINT
PURSUANT TO CALIFORNIA CODE
OF CIVIL PROCEDURE §382:**

- 1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194**
- 2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders**
- 3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512**
- 4. Failure to Pay Timely Wages Required by Labor Code § 203**
- 5. Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226**
- 6. Failure to Indemnify Necessary Business Expenses as Required by Labor Code § 2802**
- 7. Failure to Provide Day of Rest as Required by Labor Code §§ 551 and 552**
- 8. Violation of Business & Professions Code § 17200, et seq.**
- 9. Civil Penalties Under The Private Attorneys General Act of 2004 ("PAGA")**

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DEMAND FOR JURY TRIAL

1 Plaintiff SHANNEN GARNER (“Plaintiff”), individually and on behalf of all others
2 similarly situated (hereinafter collectively referred to as the “Class” or “Class Member”), and on
3 behalf of other aggrieved employees under the California Private Attorney General Act, hereby
4 files this Amended Complaint against STRATEGIC SECURITY SERVICES, INC. and DOES 1-
5 50, inclusive (collectively “Defendants”) and alleges on information and belief as follows:

6 **I. JURISDICTION AND VENUE**

7 1. This class and representative action is brought pursuant to California Code of Civil
8 Procedure § 382. This action is further brought by Plaintiff as a representative action for recovery
9 of penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code
10 sections 2698 et seq. PAGA permits “aggrieved employees” to bring a lawsuit as a representative
11 action on behalf of the general public as private attorney general and all other current and former
12 aggrieved employees, to recover civil penalties and address an employer’s violations of the
13 California Labor Code.

14 2. This class action is brought pursuant to California Code of Civil Procedure §382.
15 The monetary damages and restitution sought by Plaintiff exceed the minimum jurisdiction limits
16 of the California Superior Court and will be established according to proof at trial.

17 3. This Court has jurisdiction over this action pursuant to the California Constitution
18 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
19 except those given by statute to other courts. The statutes under which this action is brought do not
20 give jurisdiction to any other court.

21 4. This Court has jurisdiction over Defendants because, upon information and belief,
22 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
23 avails itself of the California market so as to render the exercise of jurisdiction over it by the
24 California Courts consistent with traditional notions of fair play and substantial justice.

25 5. The California Superior Court also has jurisdiction in this matter because the
26 individual claims of the members of the Classes herein are under the seventy-five thousand dollar
27 (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys’
28 fees, is under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of

1 2005. Further, there is no federal question at issue, as the issues herein are based solely on California
2 statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code (“CC”)
3 and B&PC.

4 6. Venue is proper in this Court because upon information and belief, one or more of
5 the Defendants, reside, transact business, or have offices in this County and/or the acts or
6 omissions alleged herein took place in this County.

7 **II. PARTIES**

8 7. Plaintiff SHANNEN GARNER, was, at all times relevant to this action, a resident
9 of California. Plaintiff was employed by Defendant in approximately 2020 as a Non-Exempt
10 Employee with the title of Security Guard/Supervisor and worked during the liability period for
11 Defendants until Plaintiff’s separation from Defendants’ employ in approximately January 31,
12 2024. Plaintiff’s duties included, but were not limited to performing security services for a
13 marijuana cultivation facility in Victorville, California.

14 8. During the one year immediately preceding Plaintiff giving the required notice
15 under the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Labor Code §
16 2698 et seq (“PAGA”), and within the statute of limitations periods applicable to each cause of
17 action pled herein, Plaintiff was employed by Defendants in the San Bernardino County as a non-
18 exempt employee. Plaintiff was, and is, a victim of Defendant’s policies and/or practices
19 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
20 by the Labor Code and applicable Wage Orders.

21 9. Defendants STRATEGIC SECURITY SERVICES, INC. operates as a security
22 business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have
23 worked for Defendants over the last year.

24 10. Other than identified herein, Plaintiff is unaware of the true names, capacities,
25 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
26 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
27 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
28 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are

1 ascertained.

2 11. Plaintiff is informed and believes and thereon alleges that each defendant, directly
3 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
4 Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed
5 and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as
6 the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
7 pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.

8 12. In this case, Defendant violated various provisions of the California Labor Code
9 and relevant IWC Wage Orders. As set forth below, Defendants implemented policies and
10 practices which led to Defendants' failure to pay all wages due, including minimum wages,
11 straight time compensation, overtime compensation, double-time compensation, failure to
12 properly calculate the regular rate of pay; failure to provide meal periods and rest periods; failure
13 to pay proper meal period penalties and rest period penalties; requiring improper on-duty meal
14 periods; failure to pay overtime compensation, double-time compensation, meal and rest period
15 premiums; failure to pay for all hours worked, including off-the-clock work; failure to provide
16 accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay
17 all wages due at separation of employment; failure to provide a day's rest in seven; failure to
18 maintain accurate records, including payroll records and records of hours worked and meal
19 periods; engaged in unfair business practices; and incurred penalties, including but not limited to
20 wage statement penalties, minimum wage penalties, and waiting-time penalties.

21 **III. CLASS ACTION ALLEGATION**

22 13. Plaintiff brings this action individually and on behalf of all others similarly
23 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are
24 defined as follows:

25 All persons who have been employed by Defendants as Non-Exempt Employees or
26 equivalent positions, however titled, in the state of California within four (4) years from
27 the filing of the Complaint in this action until its resolution. (collectively referred to as the
28 "Class" or "Plaintiff's Class" or "Class Members").

14. Plaintiff also seeks to represent the subclass(es) composed of and defined as

1 follows:

2 **Sub-Class 1:** All Class Members who are or were employed by Defendants who worked in
3 excess of six or ten hours in a work day but were not provided with a timely, uninterrupted,
4 duty-free thirty-minute meal period (hereinafter collectively referred to as the “Meal
5 Period Subclass”).

6 **Sub-Class 2:** All Class Members who are or were employed by Defendants who worked in
7 excess of three and a half (3.5) or ten hours in a work day but were not authorized and
8 permitted a rest period (hereinafter collectively referred to as the “Rest Period Subclass”).

9 **Sub-Class 3:** All Class Members who are or were employed by Defendants at any time
10 between April 2023 and the present and who received wage statements from Defendant
11 (hereinafter collectively referred to as the “Wage Statement Subclass”).

12 **Sub-Class 4:** All Class Members who have been employed by Defendants at any time
13 between April 2021 and the present and have separated their employment (hereinafter
14 collectively referred to as the “Waiting Time Penalty Subclass”).

15 **Sub-Class 5:** All Class Members who are or were employed by Defendants who incurred
16 work related expenses as a result of the discharge to their duties and who did not receive
17 reimbursements from Defendants for such expenses (hereinafter collectively referred to as
18 the “Reimbursement Subclass”).

19 **Sub-Class 6:** All Class Members who are or were employed by Defendants and subject to
20 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “Unfair
21 Business Practice Subclass”).

22 15. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
23 applicable laws to amend or modify the class definition with respect to issues or in any other
24 ways. Plaintiff is a member of the Class as well as each of the Sub-Classes.

25 16. The term “Class” includes Plaintiff and all members of the Class and each of the
26 Sub-Classes, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in
27 this complaint.

28 17. There is a well-defined community of interest in the litigation and the proposed
Class is easily ascertainable through the records Defendants are required to keep.

18. Numerosity. The members of the Class are so numerous that individual joinder of
all of them as Plaintiff is impracticable. While the exact number of the Class members is unknown
to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there are at least
100 (one hundred) Class members.

19. Commonality. Common questions of law and fact exist as to all Class members

1 and predominate over any questions that affect only individual members of the Class. These
2 common questions include, but are not limited to:

3 i. Whether Defendants failed to pay minimum wage compensation to Plaintiff
4 and Class Members for all hours worked;

5 ii. Whether Defendants violated California Labor Code §§ 226.7, 512, and
6 applicable IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiff and
7 Class Members for every four hours or major fraction thereof worked and failing to compensate
8 said employees one hours wages in lieu of rest periods;

9 iii. Whether Defendants violated California Labor Code §§ 226.7, 512 and
10 applicable IWC Wage Orders, by failing to provide a meal period to Plaintiff and Class Members
11 on days they worked work periods in excess of 6 (six) and 10 (ten) hours and failing to
12 compensate said employees one hour wages in lieu of meal periods;

13 iv. Whether Defendants failed to maintain accurate time record including
14 recording Plaintiff and Class Members' meal periods pursuant to California Labor Code §§ 1174.5
15 and the applicable IWC Wage Orders;

16 v. Whether Defendants failed to accurately pay overtime to Plaintiff and Class
17 Members;

18 vi. Whether Defendants provided accurate itemized wage statements pursuant
19 to Labor Code section 226;

20 vii. Whether Defendants failed to allow Plaintiff a day of rest in seven as
21 required by Labor Code §§ 551 and 552;

22 viii. Whether Defendants violated Business and Professions Code and Labor
23 Code §§ 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1,
24 1198, 2802 and applicable IWC Wage Orders which violation constitutes a violation of
25 fundamental public policy; and

26 ix. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
27 equitable relief pursuant to Business and Professions Code §§ 17200, *et. seq.*
28

1 x. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
2 relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant
3 to Labor Code §§ 558, 1194 and 1197.

4 xi. Whether Plaintiff and the Class Members are entitled to retroactive pay for
5 unpaid wages;

6 xii. Whether Plaintiff and Class Members were not paid timely upon separation
7 from their employ with Defendants, pursuant to Labor Code section 203;

8 20. Typicality. Plaintiff's claims herein alleged are typical of those claims which could
9 be alleged by any member of the Class and/or Subclass, and the relief sought is typical of the relief
10 which would be sought by each member of the Class and/or Subclass in separate actions. Plaintiff
11 and all members of the Class and or Subclass sustained injuries and damages arising out of and
12 caused by Defendants' common course of conduct in violation of California laws, regulations, and
13 statutes as alleged herein.

14 21. Adequacy. Plaintiff is qualified to, and will fairly and adequately protect the
15 interests of each member of the Class and/or Subclass with whom she has a well-defined
16 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an
17 obligation to make known to the Court any relationships, conflicts, or differences with any
18 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
19 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
20 settlement and experienced in handling such matters. Other former and current employees of
21 Defendants may also serve as representatives of the Class and Subclass if needed.

22 22. Superiority. A class action is superior to other available means for the fair and
23 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
24 court. Class action treatment will allow a large number of similarly situated persons to prosecute
25 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
26 duplication of effort and expense that numerous individual actions would require. The damages
27 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
28 and the expense and burden of individual litigation would make it extremely difficult or

1 impossible for the individual Class Members to seek and obtain individual relief. A class action
2 will serve an important public interest by permitting such individuals to effectively pursue
3 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
4 or contradictory judgments raised by individual litigation.

5 23. Public Policy Considerations: Employers in the state of California violate
6 employment and labor laws every day. Current employees are often afraid to assert their rights out
7 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
8 they believe their former employers may damage their future endeavors through negative
9 references and/or other means. The nature of this action allows for the protection of current and
10 former employees' rights without fear or retaliation or damage.

11 **IV. FACTUAL ALLEGATIONS**

12 24. At all times set forth herein, Defendants employed Plaintiff and other persons in the
13 capacity of non-exempt positions, however titled, throughout the state of California.

14 25. Plaintiff is informed and believes Class Members have at all times pertinent hereto
15 been Non-Exempt within the meaning of the California Labor Code and the implementing rules
16 and regulations of the IWC California Wage Orders.

17 26. Defendants continue to employ Non-Exempt Employees, however titled, in
18 California and implement a uniform set of policies and practices to all non-exempt employees, as
19 they were all engaged in the job duties related to Defendant's security business.

20 27. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
21 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
22 of the requirements of California's wage and employment laws.

23 28. Plaintiff is informed and believes that during the relevant time-frame, all Class
24 Members are citizens of the state of California.

25 29. During the relevant time-frame, Defendants compensated Plaintiff and Class
26 Members based upon an hourly rate.

27 30. In addition, the Class Members frequently worked in excess of eight (8) hours a
28 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at the

1 employee's correct rate of pay per hour for overtime.

2 31. On information and belief, during the relevant time frame, Plaintiff and Class
3 Members typically worked seven (7) days a week.

4 32. During the relevant time frame, Plaintiff worked over 8-hour shifts, every single
5 shift, 7 days a week. Plaintiff and Class Members were not paid the correct rate of pay per hour for
6 their overtime work.

7 33. In addition, upon information and belief, Plaintiff alleges that Defendants violated
8 Labor Code sections 551 and 552 by failing to allow Plaintiff and Class Members a day of rest as
9 he was required to work more than seven continuous days on a consistent weekly basis.
10 Additionally, Plaintiff and Class Members were not paid a premium wage for the rest days they
11 were asked to work, as required to be paid by law.

12 34. During the relevant time, as a consequence of Defendants' staffing and scheduling
13 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
14 provide Plaintiff and Class Members timely, legally compliant uninterrupted 30-minute meal
15 periods on shifts over five hours as required by law.

16 35. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
17 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
18 and Class Members legally compliant second meal periods on shifts over ten hours as required by
19 law. When Plaintiff and Class Members worked more than ten hours a day during the relevant
20 time period, no second meal breaks were given.

21 36. On information and belief, Plaintiff and Class Members did not waive their rights
22 to meal periods under the law.

23 37. Plaintiff and Class Members were not provided with valid lawful on-duty meal
24 periods.

25 38. Despite the above-mentioned meal period violations, Defendants failed to
26 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
27 additional hour of pay at their regular rate as required by California law when meal periods were
28 not timely or lawfully provided in a compliant manner.

1 39. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
2 should know, knew, and/or should have known that Plaintiff and Class Members were entitled to
3 receive premium wages based on their regular rate of pay under California Labor Code § 226.7 but
4 were not receiving such compensation.

5 40. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
6 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
7 period for every four hours worked or major fraction thereof, which is a violation of the California
8 Labor Code and IWC wage order.

9 41. Defendants maintained and enforced scheduling practices, policies, and imposed
10 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
11 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
12 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
13 provide relief for Plaintiff and Class Members to take their lawfully required breaks. Plaintiff was
14 not given a third rest break on the aforementioned ten (10) hour and above work days.

15 42. Despite the above-mentioned rest period violations, Defendants did not compensate
16 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
17 their regular rate as required by California law, including California Labor Code § 226.7 and the
18 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
19 permitted.

20 43. Plaintiff was prohibited from leaving the premises during his meal and rest breaks.

21 44. Defendants also failed to provide accurate, lawful itemized wage statements to
22 Plaintiff and the Class Members in part because of the above specified violations. In addition,
23 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
24 including premiums due and owing for overtime pay, gross pay, and net pay figures from Plaintiff
25 and the Class Members' wage statements.

26 45. Indeed, Plaintiff has been denied any online access or otherwise to his paystubs or
27 wage statements despite requesting copies from Defendants.
28

1 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
3 thereof for resignations without prior notice as the case may be) they had a duty to accurately
4 compensate Plaintiff and Class Members for all wages owed including minimum wages, meal and
5 rest period premiums, and that Defendants had the financial ability to pay such compensation, but
6 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
7 specified violations.

8 47. On information and belief, during the relevant time frame, Defendants failed to
9 adequately reimburse Plaintiffs and Class Members for business expenditures incurred the
10 required purchase of company uniforms. Plaintiff and Class Members were required to wear
11 uniforms. Plaintiff was provided with a shirt from the Company; however, he was responsible to
12 purchase his own jackets and jeans. Such business expenditures incurred were incurred in direct
13 consequence of Plaintiff's and Class Members' duties pursuant to Labor Code § 2802.

14 48. Defendants also failed to reimburse necessary business expenses Plaintiff and Class
15 Members incurred for the maintenance and upkeep of his company uniform. Plaintiff laundered
16 and maintained his uniforms, as required, and Defendant failed to reimburse Plaintiff and Class
17 Members for this necessary business expense.

18 49. Upon information and belief, Defendants knew and or should have known that it is
19 improper to implement policies and commit unlawful acts such as:

20 (a) requiring employees to work four (4) hours or a major fraction thereof without
21 being provided a minimum ten (10) minute rest period and without compensating the employees
22 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
23 rest period was not provided;

24 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
25 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
26 and without compensating employees with one (1) hour of pay at the regular rate of compensation
27 for each workday that such a meal period was not provided;

28 (c) failing to pay wages, including overtime and minimum wages;

- (d) failing to provide accurate itemized wage statements;
- (e) failure to reimburse business expenses;
- (f) failure to provide a day's rest in seven;
- (g) failing to timely pay Plaintiff and Class Members; and
- (h) conducting and engaging in unfair business practices.

50. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

51. Plaintiff and Class Members they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES INCLUDING OVERTIME

(Against All Defendants)

52. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

53. At all times relevant, the IWC wage orders applicable to Plaintiff's and the Class require employers to pay its employees for each hour worked at least minimum wage. "Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

54. At all relevant times, Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order and Labor Code, Plaintiff and Class Members are to be paid minimum wage for each hour

1 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
2 and Class Members' employment by Defendants provided that employees working for more than
3 eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation
4 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
5 (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve
6 (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

7 55. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
8 acting individually as an officer, agent, or employee of another person, who pays or causes to be
9 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
10 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
11 damages payable to the employee, and any applicable penalties pursuant to Section 203.

12 56. Labor Code §510 codifies the right to overtime compensation at the rate of one and
13 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
14 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
15 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
16 seventh day of work in a particular work week.

17 57. At all times relevant, Plaintiff worked 9 hour shifts and sometimes more.

18 58. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
19 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
20 et. seq. and the Labor Code.

21 59. At all times relevant, Plaintiff and Class Members consistently worked in excess of
22 eight (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately
23 calculate overtime pay to Plaintiff and Class Members.

24 60. At all times relevant, Plaintiff and Class Members consistently worked off-the-
25 clock to conduct pre-shift activities, which resulted in an inaccurate payment of minimum and
26 overtime wages to Plaintiff and Class Members.

27 61. At all times relevant, Defendants have failed to accurately pay minimum and
28 overtime owed to Plaintiff and Class Members.

1 provide Plaintiff and Class Members, timely and uninterrupted meal periods of not less than thirty
2 (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
3 employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and
4 the other Class Members have been damaged in an amount according to proof at time of trial.

5 68. By their failure to provide a compliant meal period for each shift worked over five
6 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
7 (10) hours per day by Plaintiff and Class Members, and by failing to provide compensation in lieu
8 of such non-provided meal periods, as alleged above, Defendants violated the provisions of
9 California Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders.

10 69. Plaintiff and Class Members she seeks to represent did not voluntarily or willfully
11 waive meal periods and were regularly required to work shifts without being provided all of their
12 legally required meal periods. Defendants created a working environment in which Plaintiff and
13 Class Members were not provided all of their meal periods due to shift scheduling and/or work
14 related demands placed upon them by Defendants as discussed above. On information and belief,
15 Defendants' implemented a policy and practice which resulted in systematic and class-wide
16 violations of the Labor Code. On information and belief, Defendants' violations have been
17 widespread throughout the liability period and will be evidenced by Defendants' time records for
18 the Class Members.

19 70. As a result of the unlawful acts of Defendants described herein, Plaintiff and Class
20 Members they seek to represent have been deprived of premium wages in amounts to be
21 determined at trial. Pursuant to California Labor Code § 226.7, Plaintiff and Class Members are
22 entitled to recover one (1) hour of premium pay for each day in which a meal period was not
23 provided, along with interest and penalties thereon, attorneys' fees, and costs.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PROVIDE REST PERIODS OR COMPENASTION IN LIEU THEREOF**

26 **(Against All Defendants)**

27 71. Plaintiff incorporates and re-alleges each and every allegation contained above as
28 though fully set forth herein.

1 72. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members’
2 employment by Defendants, “Every employer shall authorize and permit all employees to take rest
3 periods, which insofar as practicable shall be in the middle of each work period.... [The]
4 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
5 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
6 time shall be counted as hours worked, for which there shall be no deduction from wages.”
7 California Labor Code § 226.7(a) prohibits an employer from requiring any employee to work
8 during any rest period mandated by an applicable order of the IWC.

9 73. Defendants were required to authorize and permit employees such as Plaintiff and
10 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
11 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
12 Despite said requirements of the IWC wage orders applicable to Plaintiff’s and Class Members’
13 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and
14 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
15 fraction thereof.

16 74. On information and belief Defendants created a working environment in which
17 Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling
18 and/or work related demands placed upon them by Defendants to meet the needs of Defendants’
19 business as discussed above. On information and belief, Defendants implemented a policy and
20 practice which resulted in systematic and class-wide violations of the Labor Code. On
21 information and belief, Defendants’ violations have been widespread throughout the liability
22 period.

23 75. Labor Code 226.7 provides: (a) No employer shall require any employee to work
24 during any meal or rest period mandated by an applicable order of the Industrial Welfare
25 Commission. (b) If an employer fails to provide an employee a meal period or rest period in
26 accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay
27 the employee one additional hour of pay at the employee s regular rate of compensation for each
28 work day that the meal or rest period is not provided.

76. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at time of trial. Pursuant to California Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which Defendants failed to provide a rest period to Plaintiff and the Class, plus interest and penalties thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PAY TIMELY PAY WAGES

(Against All Defendants)

77. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

78. Labor Code §§201-202 requires an employer who discharges an employee to pay compensation due and owing to said employee immediately upon discharge and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages on their last day of work.

79. Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

80. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ. These wages include regular and overtime.

81. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt Production Employee class for waiting time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(Against All Defendants)**

4 82. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 83. Section 226(a) states that An employer, semi-monthly or at the time of each
7 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
8 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
9 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
10 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
11 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
12 deductions, provided that all deductions made on written orders of the employee may be
13 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
14 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
15 social security number or an employee identification number other than a social security number,
16 (8) the name and address of the legal entity that is the employer.

17 84. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
18 statements all deductions from payment of wages and to accurately report total hours worked by
19 Plaintiff and the Class including applicable hourly rates among other things. Defendants have
20 knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage
21 statements that have been provided to Plaintiff and the Class.

22 85. IWC Wage Orders require Defendants to maintain time records showing, among
23 others, when the employee begins and ends each work period, meal periods, split shift intervals
24 and total daily hours worked in an itemized wage statement, and must show all deductions and
25 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
26 the Class. On information and belief, Defendants have failed to record all or some of the items
27 delineated in Industrial Wage Orders and Labor Code §226.

28 86. Defendants have failed to accurately record all time worked.

87. Plaintiff and the Class have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

88. Pursuant to Labor Code section 226, Plaintiff and the Class are entitled up to a maximum of \$4,000 each for record keeping violations.

89. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

SIXTH CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(Against All Defendants)

90. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

91. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As a necessary part of employment, Plaintiff and on information and belief Class Members, were not adequately reimbursed by Defendants for expenses related to all expenses incurred which was incurred as a direct consequence of the discharge of duties by Plaintiff and Class Members. Despite these realities of the job, Defendants failed to provide reimbursements for the purchase of uniforms necessary to carry out their job duties.

92. Labor Code §2804 states in pertinent part: “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 or her personal representative of any right or remedy to which he is entitled under the laws of this State.

93. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,

1 pursuant to Labor Code § 2802.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE DAY OF REST**

4 **(Against All Defendants)**

5 94. Plaintiff incorporates and re-alleges each and every allegation contained above as
6 though fully set forth herein.

7 95. Labor Code Section 551 requires “[e]very person employed in any occupation of
8 labor is entitled to one day’s rest therefrom in seven.”

9 96. Labor Code Section 552 mandates that “[n]o employer of labor shall cause his
10 employees to work more than six days in seven.”

11 97. Plaintiff and Class Members were frequently required to work more than seven
12 continuous days and were deprived of a day rest in seven.

13 98. As a result of the unlawful acts of Defendant, Plaintiff and Class Members have
14 been damaged in amounts to be determined at trial, and are entitled to the recovery of such
15 amounts, plus interest and penalties thereon, attorneys' fees, and costs.

16 **EIGHTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et. seq.**

18 **(Against All Defendants)**

19 99. Plaintiff incorporates and re-alleges each and every allegation contained above as
20 though fully set forth herein.

21 100. Defendants’ conduct, as alleged in this complaint, has been, and continues to be,
22 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants’ competitors, and the
23 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
24 meaning of the California Code of Civil Procedure §1021.5.

25 101. Defendants’ policies, activities, and actions as alleged herein, are violations of
26 California law and constitute unlawful business acts and practices in violation of California
27 Business and Professions Code §§17200, et seq.

28 102. A violation of California Business and Professions Code §§17200, et seq., may be

1 predicated on the violation of any state or federal law. Defendants' policy of failing to accurately
2 pay overtime, failing to pay minimum wages, failing to accurately record and pay sick pay, failing
3 to provide accurate itemized wage statements and failing to provide Plaintiff and the Class with
4 meal periods and rest breaks or the one (1) hour of premium pay when a meal or rest break period
5 was not provided or provided outside of the required time frames, violates Labor Code § 226,
6 §512, § 226.7, § 1194, § 2802 and applicable IWC Wage Orders and California Code of
7 Regulations.

8 103. Plaintiff and Class Members have been personally aggrieved by Defendants'
9 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
10 property.

11 104. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiff
12 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
13 during a period that commences four (4) years prior to the filing of this complaint; an award of
14 attorneys' fees, interest; and an award of costs.

15 **NINTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AND OTHER**

17 **PROVISIONS OF THE CALIFORNIA LABOR CODE**

18 **(Against All Defendants)**

19 105. Plaintiff realleges and incorporate by reference all previous paragraphs.

20 106. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
21 Plaintiffs bring this cause of action on behalf of all current and former California Non-Exempt
22 Employees of Defendants.

23 107. Based on the above allegations incorporated by reference, Defendants violated
24 California Labor Code §§ 200-204, 210, 218, 218.5, 218.6, 221, 224, 226, 226.3, 226.7, 227.3,
25 233, 246, 256, 432, 510, 512, 558, 1174, 1174.5, 1175, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
26 1198.5, 1199, 2802, 2804, 2698, et seq., and the applicable Wage Orders (including Cal. Code of
27 Regs., tit. 8, §§ 11040, 11050, 11070). As a result of the acts alleged above, Plaintiffs seek
28 penalties under California Labor Code §§ 2698–2699.6 because of Defendants' violation of the

1 California Labor Code and applicable IWC Wage Orders.

2 108. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
3 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of
4 them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all
5 penalties pursuant to PAGA against Defendants, and each of them, including but not limited to
6 California Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiffs and the
7 Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject
8 to the following formula:

9 A. \$100 for the initial violation per employee per pay period; and

10 B. \$200 for each subsequent violation per employee per pay period.

11 These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce
12 Development Agency (LWDA) and twenty-five percent (25%) to the affected employees. These
13 penalties may be stacked separately for each of Defendants violations of the California Labor
14 Code. *See e.g. Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S. Dist.
15 LEXIS 86975, at *59, fn. 77 (C.D. Cal. June 22, 2012) (holding that although the Plaintiffs did not
16 seek stacked PAGA penalties, that "PAGA penalties can be 'stacked,' i.e., multiple PAGA
17 penalties can be assessed for the same pay period for different Labor Code violations."); *See Lopez*
18 *v. Friant & Assocs., LLC*, No. A148849, 2017 Cal. App. LEXIS 839, at *1 (Ct. App. Sep. 26,
19 2017) ("hold[ing] a Plaintiffs seeking civil penalties under PAGA for a violation of Labor Code
20 section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of
21 section 226(e)(1) and acknowledging that a Plaintiff could recover separately under PAGA for
22 violations of Labor Code §§ 226(a) and 226(e)).

23 109. Plaintiff, individually, and on behalf of all aggrieved employees, seeks penalties
24 under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars
25 (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars
26 (\$100) for each aggrieved employee per pay period for each subsequent violation.

27 110. In addition, to the extent permitted by law, Defendants failed to provide Plaintiff
28 and all aggrieved employees with accurate itemized wage statements in compliance with Labor

1 Code § 226(a). Plaintiff seeks separate PAGA penalties for Defendant's violations of Labor Code
2 §§ 226(a) and 226(e).

3 111. For violations of Labor Code § 226(a), Plaintiff, individually, and on behalf of all
4 aggrieved employees, seeks the default penalty provided by Labor Code § 226.3. Labor Code §
5 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject
6 to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in
7 an initial violation and one thousand dollars (\$1,000) per employee for each violation in a
8 subsequent citation, for which the employer fails to provide the employee a wage deduction
9 statement or fails to keep the required in subdivision (a) of Section 226." Accordingly, through
10 PAGA and to the extent permitted by law Plaintiffs and the Aggrieved Employees are entitled to
11 recover penalties for violations of Labor Code § 226.3 and seeks default PAGA penalties for each
12 of Defendants' numerous violations of Labor Code § 226(e).

13 112. Further, Plaintiff, as Aggrieved Employees, need not demonstrate or prove that
14 Defendants' conduct in refusing to provide accurate and itemized wage statements was knowing,
15 intentional, or willful.

16 113. Plaintiff, individually, and on behalf of all aggrieved employees, seeks penalties
17 under Labor Code section 210 in addition to, and entirely independent and apart from, any other
18 penalty provided in the California Labor Code. Labor Code § 210 provides that "in addition to,
19 and entirely independent and apart from, any other penalty provided in this article, every person
20 who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a
21 civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to
22 pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two
23 hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully
24 withheld." As a result of the faulty compensation policies and practices described in detail above,
25 Plaintiffs and the other Aggrieved Employees are entitled to recover penalties under Labor Code §
26 210 through PAGA.

27 114. Plaintiff, individually, and on behalf of all aggrieved employees, seeks penalties
28 under Labor Code section 1174.5 in addition to, and entirely independent and apart from, any

1 other penalty provided in the California Labor Code. Labor Code § 1174.5 provides for a civil
2 penalty of \$500 for any person employing labor who willfully fails to maintain accurate and
3 complete records required by subdivision (d) of section 1174.

4 115. Plaintiff, individually, and on behalf of all aggrieved employees, seeks penalties
5 under Labor Code section 1197.1 in addition to, and entirely independent and apart from, any
6 other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100)
7 for any initial violation that is intentionally committed for each underpaid employee for each pay
8 period for which the employee is underpaid; and two hundred fifty dollars (\$250) for each
9 subsequent violation of the same offense for each underpaid employee for each pay period for
10 which the employee is underpaid regardless of whether the initial violation was intentionally
11 committed.

12 116. Plaintiff, individually, and on behalf of all aggrieved employees, seeks penalties
13 under Labor Code section 256 in addition to, and entirely independent and apart from, any other
14 penalty provided in the California Labor Code in an amount not exceeding 30 days pay as waiting
15 time under the terms of Section 203.

16 117. Plaintiff, individually, and on behalf of all aggrieved employees, seeks penalties
17 under Labor Code section 558. Pursuant to Labor Code section 558(a), “[a]ny employer or other
18 person acting on behalf of an employer who violates, or causes to be violated, a section of this
19 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
20 Commission,” including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in
21 addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each
22 underpaid employee for each pay period for which the employee was underpaid and one hundred
23 dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for
24 which the employee was underpaid.

25 118. Plaintiff, individually, and on behalf of all aggrieved employees, seeks any and all
26 additional penalties and sums as provided by the California Labor Code and/or other statutes.

27 119. Further, Plaintiff is entitled to seek and recover reasonable attorneys’ fees and
28 costs, interest, and liquidated damages pursuant to California Labor Code sections 210, 218.5,

1 218.6, 1194.2, and 2699 and any other applicable statute.

2 120. Plaintiffs have complied with the procedures for bringing suit specified in
3 California Labor Code § 2699.3. and will have fully exhausted their administrative remedies under
4 PAGA prior to proceeding with the PAGA claim. On or about December 20, 2024, Plaintiff filed
5 his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a
6 letter by certified mail to Defendant setting forth the facts and theories of the violations alleged
7 against Defendant, as prescribed by Labor Code § 2698 *et seq.* Plaintiff submitted an amended
8 PAGA Notice on or about November 13, 2025, and sent a letter by certified mail to Defendant
9 setting forth the facts and theories of the violations alleged against Defendant, as prescribed by
10 Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee with
11 the LWDA by regular mail. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was and/or will
12 have been received by Plaintiffs from the LWDA evidencing its intention to investigate within
13 sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore
14 entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

17 **Class Certification**

- 18 1. That this action be certified as a class action;
19 2. That Plaintiff be appointed as the representative of the Class;
20 3. That Plaintiff be appointed as the representative of the Subclass; and
21 4. That counsel for Plaintiff is appointed as counsel for the Class and Subclass.

22 **On the First Cause of Action**

- 23 1. For compensatory damages equal to the unpaid balance of minimum wage
24 compensation and overtime owed to Plaintiff and Class members as well as interest and costs;
25 2. For reasonable attorneys’ fees and costs pursuant to Labor Code §§ 510, and 1194;
26 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and
27 interest thereon pursuant to Labor Code §§ 1194.2, 558;
28 4. For such other and further relief as the Court deems proper.

1 On the Second Cause of Action

2 1. For one (1) hour of premium pay for each day in which a required meal period was
3 not provided or not provided in a timely manner; and

4 2. For such other and further relief as the Court deems proper.

5 On the Third Cause of Action

6 1. For one (1) hour of premium pay for each day in which a required rest period was
7 not authorized or permitted; and

8 2. For such other and further relief as the Court deems proper.

9 On the Fourth Cause of Action

- 10 1. For statutory penalties pursuant to Labor Code §203;
11 2. For interest for wages untimely paid; and
12 3. For such other and further relief as the Court deems proper.

13 On the Fifth Cause of Action

- 14 1. For statutory penalties pursuant to Labor Code §226;
15 2. For interest for wages untimely paid;
16 3. For penalties pursuant to Labor Code §266.3; and
17 4. For such other and further relief as the Court deems proper.

18 On the Sixth Cause of Action

- 19 1. For statutory penalties pursuant to Labor Code §2802;
20 2. For interest for wages untimely paid; and
21 3. For such other and further relief as the Court deems proper.

22 On the Seventh Cause of Action

- 23 1. For statutory penalties pursuant to Labor Code §§551-552;
24 2. For interest for wages untimely paid; and
25 3. For such other and further relief as the Court deems proper.

26 On the Eighth Cause of Action

27 1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiff and
28 Class Members for their past failure to accurately pay overtime, failing to pay minimum wages,

1 failing to pay wages in a labor-code compliant instrument, failing to accurately record and pay
2 sick pay, failing to provide accurate itemized wage statements and failing to provide Plaintiff and
3 the Class with meal periods and rest breaks or the one (1) hour of premium pay when a meal or
4 rest break period was not provided or provided outside of the required time frames as described
5 herein to Plaintiff and Class Members over the last four (4) years in an amount according to proof;

6 2. For pre-judgment interest on any unpaid wages due from the day that such amounts
7 were due;

8 3. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
9 recover;

10 4. For costs of suit incurred herein; and

11 5. For such other and further relief as the Court deems proper.

12 On the Ninth Cause of Action

13 1. For civil penalties in the amount of \$100 for the initial violation and \$200 for each
14 subsequent violation as specified in California Labor Code § 2699(f)(2), in the representative
15 action brought on behalf of Plaintiff and the Aggrieved Employees pursuant the California Private
16 Attorneys General Act of 2004, and for civil penalties available under California Labor Code §
17 210, 226.3, 256, 558, 1174.5, 1197.1, 2802, California Code of Regulations Title 8 section 11010
18 et seq., and the California Private Attorneys General Act of 2004.

19 2. For attorneys' fees and costs, interest, and liquidated damages as provided by
20 Labor Code sections 210, 218.5, 218.6, 226, 1194.2, and Code of Civil Procedure section 1021.5

21 3. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff and members of the Class and Subclass request a jury trial in this matter.

Dated: June 24, 2026

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff SHANNEN GARNER,
individually and on behalf of all others similarly
situated.

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On June 24, 2026, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Angela Serranzana, Esq. (SBN 271205)
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Attorneys for Defendant
STRATEGIC SECURITY SERVICES, INC.

Executed on June 24, 2026, at Irvine, California


Eddie Magana