

1 **STANSBURY BROWN LAW, PC**
2 DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
3 KATHLEEN J. BECKET (SBN 334091)
kbecket@stansburybrownlaw.com
4 2610 ½ Abbot Kinney Blvd.
Venice, California 90291
5 Tel: (323) 204-3124

6 Attorneys for Plaintiff Quenga

7 *[additional counsel on following page]*

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

10 JONATHAN QUENGA, as an individual, and
on behalf of all others similarly situated,

11 Plaintiff,

12 v.

13 SCORPION SERVICES, INC., a California
14 corporation; and DOES 1 through 100,
inclusive,

15 Defendants.
16
17
18
19
20
21
22
23
24
25
26
27
28

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
11/20/2025 11:59 AM
By: Eric Iturralde, DEPUTY

Case No. CIVSB2417682

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Manny Star (319778)
2 manny@frontierlawcenter.com
3 Daniel Ginzburg (327338)
4 dan@frontierlawcenter.com
5 **FRONTIER LAW CENTER**
6 23901 Calabasas Road, Suite 1084
7 Calabasas, CA 91302
8 Telephone: (818) 914-3433
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs Jonathan Quenga ("Plaintiff Quenga") and Plaintiff Rober Enriquez ("Plaintiff
2 Enriquez") (collectively, "Plaintiffs"), as individuals, and on behalf of all others similarly
3 situated, hereby brings this Second Amended Class and Representative Action Complaint against
4 Scorpion Services, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively
5 "Defendants"), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiffs hereby bring this Second Amended Class and Representative Action
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et seq.*, Labor Code §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558,
10 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage
11 Order 4 ("Wage Order 4"), in addition to seeking declaratory relief and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants' violations of the California Labor Code because the amount in
14 controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

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

22 **PARTIES**

23 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
24 Plaintiffs were and are currently California residents. During the four years immediately
25 preceding the filing of the Complaint in this action and within the statute of limitations periods
26 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as a non-
27 exempt employee. Plaintiffs were and are victims of Defendants' policies and/or practices
28 complained of herein, lost money and/or property, and have been deprived of the rights

1 guaranteed by Labor Code 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194,
2 1194.2, 1197, 1198, 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.*
3 (“Unfair Competition Law”), and Wage Order 4, which sets employment standards for security
4 service companies.

5 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
6 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
7 continue to do) business by providing security services in California and the United States,
8 employed Plaintiffs within San Bernardino County and the state of California and, therefore, were
9 (and are) doing business in San Bernardino County and the State of California.

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

19 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
20 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

21 7. At all times herein mentioned, each of said Defendants participated in the doing
22 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants, and employees of each and every one of
24 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
25 were acting within the course and scope of said agency and employment. Defendants, and each
26 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
27 omissions complained of herein.

28 8. At all times mentioned herein, Defendants, and each of them, were members of

1 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
3 Plaintiffs allege that all Defendants were joint employers for all purposes towards Plaintiffs and
4 all members of the Classes.

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Plaintiff Quenga worked for Defendants between approximately April 4, 2022 and
7 July 30, 2023 as a security guard. Plaintiff Quenga's job responsibilities included providing
8 security services at a residential complex, patrolling the premises, responding to disturbances and
9 observing and reporting the conditions on the premises. Plaintiff Quenga generally worked
10 Wednesday through Sunday from approximately 11:00 p.m. to 7:00 a.m. or approximately 7:00
11 p.m. to 7:00 a.m. Plaintiff Enriquez worked for Defendant from June 1, 2017 to October 20, 2024
12 as a security guard.

13 10. Throughout the duration of Plaintiffs' employment with Defendants, Plaintiffs and
14 other non-exempt employees were not paid for all hours worked as Defendants did not accurately
15 keep track of all hours worked. Upon information and belief, the time records maintained by
16 Defendants were not reflective of the actual number of hours that Plaintiffs and other non-exempt
17 employees actually worked. Plaintiffs and other non-exempt employees clocked in to work
18 through an app on their phones. Plaintiffs and other non-exempt employees were generally
19 required to arrive at work every day prior to their start times. For example, if Plaintiffs were
20 scheduled to start their shift at 11:00 p.m., they might arrive at 10:20 p.m. or 10:40 p.m. During
21 this time, residents of the complex or their employer approached them with questions. During
22 this time, Plaintiffs also covered some of the closing duties of other non-exempt employees
23 finishing their shifts. Plaintiffs and other non-exempt employees spent at least approximately 20
24 to 40 minutes per work day approximately 5 days per week performing work prior to beginning
25 their shifts.
26

27 11. Furthermore, Plaintiffs and other non-exempt employees worked overtime hours,
28 but did not receive all overtime compensation equal to one and one-half times their regular rates

1 of pay for all overtime hours worked. As discussed above, Defendants maintained a
2 policy/practice of not compensating Plaintiffs and other non-exempt employees for their work
3 performed before their pre-scheduled start times even though that time generally constituted time
4 worked beyond 8 hours in one day. As a result, Defendants failed to ensure that Plaintiffs and
5 other non-exempt employees were being paid at least the minimum wage for all hours worked,
6 and failed to ensure that Plaintiffs and other non-exempt employees received proper overtime
7 wages for all overtime hours worked.

8 12. Plaintiffs and other non-exempt employees were not authorized to take all legally
9 required rest periods. This practice was pervasive throughout Plaintiffs' employment. Plaintiffs
10 and other non-exempt employees almost never received a full, uninterrupted rest period because
11 there was no one available to cover or relieve them during their shifts and they were regularly
12 interrupted to address security alerts or concerns raised by residents and/or their employer.
13 Defendants also instructed Plaintiffs and other non-exempt employees that they had to be
14 available to address concerns raised and security alerts and therefore, when they took their rest
15 periods, they could not leave the premises. Also, Defendants required Plaintiffs and other non-
16 exempt employees to clock in and out for their rest periods even though they rarely received a
17 full rest period. Even though Plaintiffs often worked more than 10 hours in one day, Plaintiffs
18 almost never received a full, uninterrupted first, second or third rest period throughout their
19 employment with Defendants. Despite Defendants' failure to authorize and permit Plaintiffs and
20 other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful
21 practices, Defendants never provided Plaintiffs and other non-exempt employees with an hour of
22 pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon
23 information and belief, during at least a portion of the class period, Defendants maintained no
24 payroll code or another mechanism for the payment of rest period premiums in the event Plaintiffs
25 and other non-exempt employees were not authorized to take lawful rest periods.

26 13. Defendants also almost never provided Plaintiffs and other non-exempt employees
27 with a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a
28

1 legally compliant second meal period when they worked shifts longer than 10.0 hours. As
2 described above, Defendants instructed Plaintiffs and other non-exempt employees that they
3 could not leave the premises for their meal periods because they had to be available to address
4 security alerts and concerns raised by residents and Defendants. Further, Plaintiffs and other non-
5 exempt employees were interrupted daily during their meal periods with alerts and concerns
6 requiring immediate attention and thus almost never received a full, uninterrupted 30-minute meal
7 period. Despite Defendants' failure to provide Plaintiffs and other non-exempt employees with
8 all lawful meal periods due to their uniform and unlawful practices, Defendants never provided
9 Plaintiffs and other non-exempt employees with an hour of pay at their regular rate for each meal
10 period violation as required by Labor Code § 226.7.

11
12 14. Furthermore, Defendants failed to adequately reimburse Plaintiffs and other non-
13 exempt employees for all reasonable and necessary work expenditures, including, but not limited
14 to, requiring Plaintiffs and other non-exempt employees to use their personal cell phones to clock
15 in and out and call in security alerts and to purchase work pants beyond the initial set of work
16 pants issued.

17 15. Defendants have maintained inaccurate payroll records, failed to timely pay all
18 wages owed to employees, and failed to timely pay separating employees at the time of their
19 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
20 to accurately compensate Plaintiffs and other non-exempt employees for all minimum and
21 overtime wages, and failure to pay premium pay for failing to provide all required meal periods
22 and authorize all rest periods.

23 16. Defendants failed to issue to Plaintiffs and other non-exempt employees accurate
24 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
25 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
27 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the employee and

1 only the last four digits of his or her social security number or an employee identification number
2 other than a social security number, (8) the name and address of the legal entity that is the
3 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate by the employee.

5 17. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
6 by failing to provide Plaintiffs and other aggrieved employees written notices, in the language
7 normally used to communicate employment related information to the employees, containing
8 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
9 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
10 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
11 employer; vii) identifying information for the employer's workers' compensation insurance
12 carrier; and viii) information informing the employee of their right to accrue and use paid sick
13 leave. Despite maintaining an obligation to provide these disclosures to Plaintiffs and other
14 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

15 **CLASS ACTION ALLEGATIONS**

16 18. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
17 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 18 a. The Minimum Wage Class consists of all current and former non-exempt
19 employees of Defendants in California who were subject to Defendants'
20 timekeeping systems and/or practices, during the four years immediately
21 preceding the filing of this lawsuit through the present.
- 22 b. The Overtime Wage Class consists of all current and former non-exempt
23 employees of Defendants in California who worked overtime hours and were
24 subject to Defendants' timekeeping systems and/or practices, during the four years
25 immediately preceding the filing of this lawsuit through the present
- 26 c. The Rest Period Class consists of all current and former non-exempt employees of
27 Defendants in California who worked at least one shift in excess of 3.5 hours
28

1 during the four years immediately preceding the filing of this lawsuit through the
2 present.

3 d. The Meal Period Class consists of all current and former non-exempt employees
4 of Defendants who performed work in California and: (i) worked at least one shift
5 in excess of 5.0 hours without a meal period of at least 30 minutes in duration
6 commencing prior to the conclusion of the fifth hour of work, and who do not have
7 a corresponding meal period premium payment made for such shifts and/or (ii)
8 worked at least one shift in excess of 10.0 hours while performing work for
9 Defendants in California without a second meal period of at least 30 minutes in
10 duration commencing prior to the conclusion of the tenth hour of work, and who
11 do not have a corresponding meal period premium payment made for such shifts
12 during the four years preceding the filing of this lawsuit through the present.

13 e. The Employee Expense Class consists of all of current and former non-exempt
14 employees of Defendants in California who were not reimbursed for expenses in
15 the performance of their job duties, including, but not limited to use of their
16 personal cell phones to clock in and out and call in security alerts and to purchase
17 work pants beyond the initial set of work pants issued during the four years
18 immediately preceding the filing of this lawsuit to the present.

19 f. The Wage Statement Class consists of all current and former non-exempt
20 employees of Defendants in California who received a wage statement from
21 Defendants during the one year immediately preceding the filing of this lawsuit
22 through the present.

23 g. The Waiting Time Class consists of all of Defendants' formerly employed non-
24 exempt employees in California who were subject to Defendants' timekeeping
25 systems and/or practices, during the three years immediately preceding the filing
26 of this lawsuit through the present.
27
28

1 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
3 unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number
4 greater than fifty (50) individuals. The identity of such membership is readily ascertainable via
5 inspection of Defendants' employment records.

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

- 10 i. Whether Defendants paid all minimum wages owed for all hours worked to
11 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,
12 1194.2, and 1197;
- 13 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
14 not limited to, §§ 510 and 1194 and Wage Order 4 by requiring members of the
15 Overtime Wage Class to perform overtime work and not paying for said work in
16 accordance with the overtime laws of the State of California;
- 17 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
18 properly compensate members of the Minimum Wage Class;
- 19 iv. Whether Defendants provided all legally compliant meal periods to members of
20 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 21 v. Whether Defendants provided all legally compliant rest periods to members of the
22 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 23 vi. Whether Defendants failed to reimburse members of the Employee Expense Class
24 for business expenditures necessarily incurred in the performance of their duties;
- 25 vii. Whether Defendants provided accurate, itemized wage statements to members of
26 the Classes; and
- 27 viii. Whether Defendants' policies and/or practices for the timing and amount of
28

1 payment of final wages to members of the Waiting Time Class at the time of
2 separation from employment were lawful.

3 21. **Predominance of Common Questions:** Common questions of law and fact
4 predominate over questions that affect only individual members of the Classes. The common
5 questions of law set forth above are numerous and substantial and stem from Defendants' policies
6 and/or practices applicable to each individual class member, such as Defendants' uniform
7 timekeeping policies and practices, meal and rest period policies and practices, wage statement
8 policies and practices, and the policies and practices regarding the timely payment of final wages.
9 As such, the common questions predominate over individual questions concerning each
10 individual class member's showing as to his or her eligibility for recovery or as to the amount of
11 his or her damages.

12 22. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
13 Plaintiffs were employed by Defendants as a non-exempt employee in California during the
14 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
15 herein, Plaintiffs, like the members of the Classes, was subject to Defendants' meal/rest period
16 and timekeeping policies and practices, was provided inaccurate wage statements, and was not
17 paid all wages earned at the time of his separation of employment.

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

24 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
25 an important public interest in establishing minimum working conditions and standards in
26 California. These laws and labor standards protect the average working employee from
27 exploitation by employers who have the responsibility to follow the laws and who may seek to
28

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 unconscionable advantage since they
6 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
7 their vastly superior financial and legal resources. Moreover, requiring each member of the
8 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
9 employees who would be disinclined to file an action against their former and/or current employer
10 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
11 employment. Further, the prosecution of separate actions by the individual class members, even
12 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
13 with respect to the individual class members against Defendants herein; and which would
14 establish potentially incompatible standards of conduct for Defendants; and/or legal
15 determinations with respect to individual class members which would, as a practical matter, be
16 dispositive of the interest of the other class members not parties to adjudications or which would
17 substantially impair or impede the ability of the class members to protect their interests. Further,
18 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
19 individual prosecution considering all of the concomitant costs and expenses attending thereto.
20 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
21 Civil Procedure.
22

23 **FIRST CAUSE OF ACTION**

24 **MINIMUM WAGE VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

27 26. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
28 right of employees to be paid minimum wages for all hours worked in amounts set by state law.

1 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
2 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
3 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
4 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
5 their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum
6 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
7 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
8 and Wage Order 4.

9 27. California Labor Code § 1198 makes unlawful the employment of an employee
10 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
11 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
12 those employees the balance of the unpaid wages as well as liquidated damages in an amount
13 equal to the wages due and interest thereon.

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

19 29. Defendants' practice and uniform administration of corporate policy regarding
20 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
21 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
22 liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs
23 of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of
24 Civil Procedure § 1021.5.

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY ALL OVERTIME WAGES**

27 **(AGAINST ALL DEFENDANTS)**

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

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

5 32. At all times relevant herein, Defendants were required to properly compensate
6 Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California
7 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay overtime
8 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
9 in the Wage Order.

10 33. The foregoing policies and practices are unlawful and create entitlement to
11 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime
12 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
13 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 4, and
14 Code of Civil Procedure § 1021.5.

15 **THIRD CAUSE OF ACTION**
16 **MEAL PERIOD VIOLATIONS**
17 **(AGAINST ALL DEFENDANTS)**

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

19 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 failed in their affirmative obligation to provide all of their non-exempt employees in California,
21 including Plaintiffs and members of the Meal Period Class with all legally compliant meal periods
22 in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite
23 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and the
24 Meal Period Class at their respective regular rate of pay, in accordance with California Labor
25 Code §§ 226.7, and 512.

26 36. As a result, Defendants are responsible for paying premium compensation for meal
27 period violations including interest thereon, as well as statutory penalties, civil penalties, and
28

1 costs of suit, pursuant to Labor Code §§ 204, 226.7, 512, Wage Order 4, and Civil Code §§
2 3287(b) and 3289.

3 **FOURTH CAUSE OF ACTION**
4 **REST PERIOD VIOLATIONS**
5 **(AGAINST ALL DEFENDANTS)**

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

7 38. Wage Order 4, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish
8 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
9 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

10 39. As alleged herein, Defendants failed to authorize and permit Plaintiffs and
11 members of the Rest Period Class to take all legally compliant rest periods.

12 40. The foregoing violations create an entitlement to recovery by Plaintiffs and
13 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount
14 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil
15 penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§
16 3287(b) and 3289.

17 **FIFTH CAUSE OF ACTION**
18 **WAITING TIME PENALTIES**
19 **(AGAINST ALL DEFENDANTS)**

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

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

27 43. Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class
28

1 all final wages due to them at the time of their separation including, among other things, unpaid
2 and/or underpaid overtime and minimum wages owed, and rest period premium wages. Further,
3 Plaintiffs are informed and believes, and based thereon alleges, that as a matter of uniform policy
4 and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned
5 wages at the end of employment in a timely manner pursuant to the requirements of Labor Code
6 §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor
7 Code § 203.

8 44. Defendants' willful failure to timely pay Plaintiffs and the Waiting Time Class
9 their earned wages upon separation from employment results in a continued payment of wages
10 up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and the Waiting
11 Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys'
12 fees and costs of suit.

13
14 **SIXTH CAUSE OF ACTION**
15 **WAGE STATEMENT VIOLATIONS**
16 **(AGAINST ALL DEFENDANTS)**

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

18 46. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
19 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
20 and the Wage Statement Class with complete and accurate wage statements reflecting the meal &
21 rest period premiums in violation of Labor Code § 226 et seq.

22 47. Defendants' failures in furnishing Plaintiffs and the Wage Statement Class with
23 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
24 among other things, the non-payment of all minimum and overtime wages, meal and rest period
25 premium wages, and deprived them of the information necessary to identify the discrepancies in
26 Defendants' reported data.

27 48. Defendants' failures create an entitlement to recovery by Plaintiffs and the Wage
28 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226

1 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
2 according to California Labor Code § 226 et seq.

3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

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

7 50. Defendants have engaged and continue to engage in unfair and/or unlawful
8 business practices in California in violation of California Business and Professions Code § 17200
9 et seq., by failing to pay Plaintiffs and the Classes all minimum and overtime wages, failing to
10 provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to
11 furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiffs and
12 members of the Waiting Time class all final wages due upon separation of employment.

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

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

23 53. The acts complained of herein occurred within the last four years immediately
24 preceding the filing of the Complaint in this action.

25 54. Plaintiffs are compelled to retain the services of counsel to file this court action to
26 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
27 of Defendants' current non-exempt employees, and to enforce important rights affecting the
28

1 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs,
2 which they are entitled to recover under Code of Civil Procedure § 1021.5.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS)**

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

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

11 57. Due to Defendants' unlawful policy and practice of requiring employees to use
12 their personal cell phones to clock in and out and call in security alerts and to purchase work pants
13 beyond the initial set of work pants issued in the performance of their work duties, Defendants
14 have violated Labor Code § 2802.

15 58. Plaintiffs and the members of the Employee Expense Class are entitled to
16 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

17 59. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
18 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
19 Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue
20 from the date on which they incurred the initial necessary expenditure.

21 **NINTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(AGAINST ALL DEFENDANTS)**

24 60. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though
25 fully set forth herein.

26 61. Defendants have committed several Labor Code violations against Plaintiffs,
27 members of the Classes, and other aggrieved employees. Plaintiffs, are "aggrieved employees"
28

1 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other
2 aggrieved employees, brings this representative action against Defendants to recover the civil
3 penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the State
4 of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including,
5 but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and
6 \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §
7 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)
8 \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code
9 § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each
10 subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00
11 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §
12 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
13 subsequent violation per employee per pay period for those violations of the Labor Code for which
14 no civil penalty is specifically provided, based on the following Labor Code violations:

- 16 a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum
17 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
18 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 19 b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all
20 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
21 1194, and 1198;
- 22 c. Failing to authorize and permit all legally required rest periods, and failure to
23 pay rest period premium wages, to Plaintiffs, the Rest Period Class, and other
24 aggrieved employees at the regular rate of compensation in violation of Labor
25 Code §§ 226.7, 516, and 558;
- 26 d. Failing to provide all legally required meal periods, and failure to pay meal
27 period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved
28 employees at the regular rate of compensation in violation of Labor Code §§

226.7, 512, and 1198;

- e. Failing to reimburse Plaintiffs, the Employee Expense Class and other aggrieved employees for necessary business expenditures incurred by Plaintiffs, the Employee Expense Class and other aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- f. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages and compensation earned by Plaintiffs, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- i. Failing to permit and authorize Plaintiffs and other non-exempt to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5;
- j. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiffs and other aggrieved employees in violation of Labor Code § 2810.5; and
- k. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

62. On May 28, 2024, Plaintiff Quenga notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff Quenga’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 61 (a)-(k). On March 3, 2024, Plaintiff Enriquez notified Defendants via certified mail, and notified the LWDA via its website, of Defendants’ violations of the California Labor Code and Plaintiff Enriquez’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California

1 Labor Code identified in Paragraph 61 (a)-(k). Now that sixty-five days have passed from
2 Plaintiffs' notifying Defendants and the LWDA of these violations, and the LWDA has not
3 provided notice that it intends to investigate the violations, Plaintiffs have exhausted their
4 administrative requirements for bringing a claim under the Private Attorneys General Act with
5 respect to these violations.

6 63. Plaintiffs were compelled to retain the services of counsel to file this court action
7 to protect their interests and the interests of other similarly aggrieved employees, and to assess
8 and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys'
9 fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

10 **PRAYER**

11 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
12 behalf this suit brought against Defendants, as follows:

- 13 1. For an order certifying the proposed Classes;
- 14 2. For an order appointing Plaintiffs as representatives of the Classes;
- 15 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 16 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
17 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
18 1198 and Wage Order 4 § 4(A);
- 19 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
20 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
21 Wage Order 4 § 3(A);
- 22 6. Upon the Third Cause of Action, for compensatory, consequential, general and
23 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 24 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
25 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 26 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
27 Labor Code §§ 201-203;
- 28

1 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
2 226;

3 10. Upon the Seventh Cause of Action, for restitution to Plaintiffs of all money and/or
4 property unlawfully acquired by Defendants by means of any acts or practices declared by this
5 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

6 11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code § 2802;

8 12. Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each
9 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
10 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
11 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
12 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
13 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
14 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
15 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
16 each initial violation and \$200 for each subsequent violation per employee per pay period for the
17 violations of the Labor Code Sections cited in Labor Code § 2699.5;

18 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor
19 Code § 218.6 and Civil Code §§ 3287 and 3289;

20 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
21 §226, and Code of Civil Procedure § 1021.5; and

22 15. For such other and further relief the Court may deem just and proper.
23

24 Dated: October 6, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

26 By:



27 Daniel J. Brown
Kathleen J. Becket
28 Attorneys for Plaintiff Quenga

1 Dated: October 13, 2025

FRONTIER LAW CENTER

2
3 By: Daniel Ginzburg

4 Manny Star
5 Daniel Ginzburg
6 Attorneys for Plaintiff Enriquez

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs hereby demands a jury trial with respect to all issues triable by jury.

10 Dated: October 6, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

11
12 By: 

13 Daniel J. Brown
14 Kathleen J. Becket
Attorneys for Plaintiff Quenga

15 Dated: October 13, 2025

FRONTIER LAW CENTER

16
17 By: Daniel Ginzburg

18 Manny Star
19 Daniel Ginzburg
20 Attorneys for Plaintiff Enriquez

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA)
4) ss.
COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of
6 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney
Blvd. Venice, CA 90291

7 On November 20, 2025, I served the document listed below on the parties in this action as
8 follows:

9 - **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

10 ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for
11 deposit in the U.S. Postal Service at my place of business at Venice, California, following
12 the ordinary business practices of my place of business. I am readily familiar with the
13 business practice at my place of business for collection and processing of correspondence
for mail with the U.S. Postal Service. Under that practice, such correspondence is
deposited with the U.S. Postal Service the same day it is collected and processed in the
ordinary course of business.

14 ☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the
15 document(s) listed above to the email address(es) of the person(s) set forth on the
16 attached service list from the email address assistant@stansburybrownlaw.com. I did not
17 receive, within a reasonable time after the transmission, any electronic message or other
18 indication that the transmission was unsuccessful. Service by e-mail was made pursuant
to agreement of the parties, confirmed in writing, or as an additional method of service
as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

19 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that
20 the above is true and correct.

21 Executed on November 20, 2025, at South Gate, CA.

22 Laura Romero

23
24 Laura Romero
25
26
27
28

SERVICE LIST

I. Bradley Gmelich and Wellerstein, LLP.

Jaimee K. Wellerstein, Esq.

Jean-Paul Le Clercq, Esq.

700 N. Brand Blvd., 10th Floor

Glendale, CA. 91203

jwellerstein@bgwlawyers.com

jpleclercq@bgwlawyers.com

pmorse@bgwlawyers.com

Attorneys for Defendant, Scorpion Services, Inc.

II. Frontier Law Center

Manny Starr, Esq.

Daniel Ginzburg, Esq.

23901 Calabasas Rd. Ste. 1084

Calabasas, CA. 91302

manny@frontierlawcenter.com

dan@frontierlawcenter.com

Attorneys for Plaintiff, Robert Enriquez