

Charles T. Sweeny (SBN 325167)
SWEENY LAW, PC
8605 Santa Monica Blvd. # 618463
Los Angeles, CA 90069
Tel: (310) 658-2112

Arby Aiwazian (SBN 269827)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JOEL ROBLES, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

GLOBAL SECURITY MANAGEMENT
AGENCY, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: C22-00343

Honorable Charles S. Treat
Department 12

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage

- Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.
 - (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JOEL ROBLES (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Contra Costa. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Contra Costa.

PARTIES

5. Plaintiff JOEL ROBLES is an individual residing in the State of California.

6. Defendant GLOBAL SECURITY MANAGEMENT AGENCY, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Contra Costa.

7. At all relevant times, Defendant GLOBAL SECURITY MANAGEMENT AGENCY, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants GLOBAL SECURITY MANAGEMENT AGENCY, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant GLOBAL SECURITY MANAGEMENT AGENCY, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from February 23, 2018 to final judgment and who reside in California.

(Subclass A) All class members who were subject to Defendants' practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

(Subclass B) All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

14. Plaintiff reserves the right to establish additional subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined

community of interest.

- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of

1 California for all hours worked and missed (short, late, interrupted,
2 and/or missed altogether) meal periods and rest breaks in violation of
3 California law;

4 c. Whether Defendants required Plaintiff and the other class members to
5 work over eight (8) hours per day and/or over forty (40) hours per week
6 and failed to pay the legally required overtime compensation to Plaintiff
7 and the other class members;

8 d. Whether Defendants deprived Plaintiff and the other class members of
9 meal and/or rest periods or required Plaintiff and the other class
10 members to work during meal and/or rest periods without compensation;

11 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
12 other class members for all hours worked;

13 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
14 class members within the required time upon their discharge or
15 resignation;

16 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
17 the other class members during their employment;

18 h. Whether Defendants complied with wage reporting as required by the
19 California Labor Code; including, *inter alia*, section 226;

20 i. Whether Defendants kept complete and accurate payroll records as
21 required by the California Labor Code, including, *inter alia*, section
22 1174(d);

23 j. Whether Defendants failed to reimburse Plaintiff and the other class
24 members for necessary business-related expenses and costs;

25 k. Whether Defendants' conduct was willful or reckless;

26 l. Whether Defendants engaged in unfair business practices in violation of
27 California Business & Professions Code section 17200, et seq.;

28 m. The appropriate amount of damages, restitution, and/or monetary

penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

1 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
2 employer and the aggrieved employee by certified mail that it does not
3 intend to investigate the alleged violation within sixty (60) calendar days
4 of the postmark date of the Employee’s Notice. Upon receipt of the
5 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
6 (65) calendar days of the postmark date of the Employee’s Notice, the
7 aggrieved employee may commence a civil action pursuant to California
8 Labor Code section 2699 to recover civil penalties in addition to any
9 other penalties to which the employee may be entitled

10 22. On May 24, 2024, Plaintiff provided written notice by online submission to the
11 LWDA and by certified mail to Defendant Global Security Management Agency, Inc. of the
12 specific provisions of the California Labor Code alleged to have been violated, including the
13 facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice
14 within sixty-five (65) days of the date of the submission of Plaintiff’s Notice.

15 23. Therefore, the administrative prerequisites under California Labor Code section
16 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
17 Labor Code section 558 against Defendants, in addition to other remedies, for violations of
18 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
19 1197, 1197.1, 1198, 2800 and 2802 have been satisfied

20 **GENERAL ALLEGATIONS**

21 24. At all relevant times set forth herein, Defendants employed Plaintiff and other
22 persons as hourly-paid or non-exempt employees within the State of California, including the
23 County of Contra Costa.

24 25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
25 exempt employee, from approximately February 2018 to approximately November 2020.

26 26. Defendants hired Plaintiff and the other class members and aggrieved
27 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
28 them for all hours worked and missed meal periods and/or rest breaks.

1 27. Defendants had the authority to hire and terminate Plaintiff and the other class
2 members and aggrieved employees, to set work rules and conditions governing Plaintiff's and
3 the other class members and aggrieved employees' employment, and to supervise their daily
4 employment activities.

5 28. Defendants exercised sufficient authority over the terms and conditions of
6 Plaintiff's and the other class members and aggrieved employees' employment for them to be
7 joint employers of Plaintiff and the other class members and aggrieved employees.

8 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other
9 class members and aggrieved employees.

10 30. Defendants continue to employ hourly-paid or non-exempt employees within the
11 State of California.

12 31. Plaintiff and the other class members and aggrieved employees worked over
13 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
14 Defendants.

15 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
17 employees within the State of California. This pattern and practice involved, *inter alia*, failing
18 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
19 breaks in violation of California law.

20 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members and aggrieved
22 employees were entitled to receive certain wages for overtime compensation and that they
23 were not receiving accurate overtime compensation for all overtime hours worked.

24 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed to provide Plaintiff and the other class members and aggrieved employees all required
26 rest and meal periods during the relevant time period as required under the Industrial Welfare
27 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

28 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and the other class members and aggrieved
2 employees were entitled to receive all meal periods or payment of one additional hour of pay at
3 Plaintiff's and the other class member's regular rate of pay when a meal period was missed,
4 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's
5 and the other class member and aggrieved employees' regular rate of pay when a meal period
6 was missed.

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members and aggrieved
9 employees were entitled to receive all rest periods or payment of one additional hour of pay at
10 Plaintiff's and the other class member and aggrieved employees' regular rate of pay when a
11 rest period was missed, and they did not receive all rest periods or payment of one additional
12 hour of pay at Plaintiff's and the other class members and aggrieved employees' regular rate of
13 pay when a rest period was missed.

14 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members and aggrieved
16 employees were entitled to receive at least minimum wages for compensation and that they
17 were not receiving at least minimum wages for all hours worked.

18 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members and aggrieved
20 employees were entitled to receive all wages owed to them upon discharge or resignation,
21 including overtime and minimum wages and meal and rest period premiums, and they did not,
22 in fact, receive all such wages owed to them at the time of their discharge or resignation.

23 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members and aggrieved
25 employees were entitled to receive all wages owed to them during their employment. Plaintiff
26 and the other class members and aggrieved employees did not receive payment of all wages,
27 including overtime and minimum wages and meal and rest period premiums, within any time
28 permissible under California Labor Code section 204.

1 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members and aggrieved
3 employees were entitled to receive complete and accurate wage statements in accordance with
4 California law, but, in fact, they did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
6 hours worked by Plaintiff and the other class members and aggrieved employees.

7 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Defendants had to keep complete and accurate payroll records
9 for Plaintiff and the other class members and aggrieved employees in accordance with
10 California law, but, in fact, did not keep complete and accurate payroll records.

11 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members and aggrieved
13 employees were entitled to reimbursement for necessary business-related expenses.

14 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and the other class
16 members and aggrieved employees pursuant to California law, and that Defendants had the
17 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
18 do so, and falsely represented to Plaintiff and the other class members and aggrieved
19 employees that they were properly denied wages, all in order to increase Defendants' profits.

20 44. During the relevant time period, Defendants failed to pay overtime wages to
21 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.
22 Plaintiff and the other class members and aggrieved employees were required to work more
23 than eight (8) hours per day and/or forty (40) hours per week without overtime compensation
24 for all overtime hours worked.

25 45. During the relevant time period, Defendants failed to provide all requisite
26 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
27 employees.

28 46. During the relevant time period, Defendants failed to pay Plaintiff and the other

1 class members and aggrieved employees at least minimum wages for all hours worked.

2 47. During the relevant time period, Defendants failed to pay Plaintiff and the other
3 class members and aggrieved employees all wages owed to them upon discharge or
4 resignation.

5 48. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members and aggrieved employees all wages within any time permissible under
7 California law, including, *inter alia*, California Labor Code section 204.

8 49. During the relevant time period, Defendants failed to provide complete or
9 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

10 50. During the relevant time period, Defendants failed to keep complete or accurate
11 payroll records for Plaintiff and the other class members and aggrieved employees.

12 51. During the relevant time period, Defendants failed to reimburse Plaintiff and the
13 other class members and aggrieved employees for all necessary business-related expenses and
14 costs.

15 52. During the relevant time period, Defendants failed to properly compensate
16 Plaintiff and the other class members and aggrieved employees pursuant to California law in
17 order to increase Defendants' profits.

18 53. California Labor Code section 218 states that nothing in Article 1 of the Labor
19 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
20 due to him [or her] under this article."

21 **FIRST CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 510 and 1198)**

23 **(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.**

24 **and DOES 1 through 100)**

25 54. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
26 through 53, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

28 55. California Labor Code section 1198 and the applicable Industrial Welfare

Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

59. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

60. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

61. Defendants’ failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

62. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3

4

5
6
7

8
9
0

- 1
- 2
- 3

4
5
6
7
8
9

20
21
22
23
24
25
26

27
28

1 their legally-mandated meal periods by mutual consent, were required to work for periods
2 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
3 minutes and/or rest period.

4 69. During the relevant time period, Plaintiff and the other class members who were
5 scheduled to work for a period of time in excess of six (6) hours were required to work for
6 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
7 (30) minutes and/or rest period.

8 70. During the relevant time period, Defendants intentionally and willfully required
9 Plaintiff and the other class members to work during meal periods and failed to compensate
10 Plaintiff and the other class members the full meal period premium for work performed during
11 meal periods.

12 71. During the relevant time period, Defendants failed to pay Plaintiff and the other
13 class members the full meal period premium due pursuant to California Labor Code section
14 226.7.

15 72. Defendants' conduct violates applicable IWC Wage Order and California Labor
16 Code sections 226.7 and 512(a).

17 73. Pursuant to applicable IWC Wage Order and California Labor Code section
18 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
19 additional hour of pay at the employee's regular rate of compensation for each work day that
20 the meal or rest period is not provided.

21 **THIRD CAUSE OF ACTION**

22 **(Violation of California Labor Code § 226.7)**

23 **(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.**

24 **and DOES 1 through 100)**

25 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 73, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

28 75. At all times herein set forth, the applicable IWC Wage Order and California

1 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
2 employment by Defendants.

3 76. At all relevant times, California Labor Code section 226.7 provides that no
4 employer shall require an employee to work during any rest period mandated by an applicable
5 order of the California IWC.

6 77. At all relevant times, the applicable IWC Wage Order provides that "[e]very
7 employer shall authorize and permit all employees to take rest periods, which insofar as
8 practicable shall be in the middle of each work period" and that the "rest period time shall be
9 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
10 hours or major fraction thereof" unless the total daily work time is less than three and one-half
11 (3 ½) hours.

12 78. During the relevant time period, Defendants required Plaintiff and other class
13 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
14 rest period per each four (4) hour period worked.

15 79. During the relevant time period, Defendants willfully required Plaintiff and the
16 other class members to work during rest periods and failed to pay Plaintiff and the other class
17 members the full rest period premium for work performed during rest periods.

18 80. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members the full rest period premium due pursuant to California Labor Code section
20 226.7.

21 81. Defendants' conduct violates applicable IWC Wage Orders and California
22 Labor Code section 226.7.

23 82. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
25 additional hour of pay at the employees' regular hourly rate of compensation for each work
26 day that the rest period was not provided.

27 ///

28 ///

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.

and DOES 1 through 100)

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

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

85. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

86. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

87. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

88. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

///

///

///

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

3 **(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.**

4 **and DOES 1 through 100)**

5 89. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 88, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 90. At all relevant times herein set forth, California Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
10 time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 91. During the relevant time period, Defendants intentionally and willfully failed to
16 pay Plaintiff and the other class members who are no longer employed by Defendants their
17 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 92. Defendants' failure to pay Plaintiff and the other class members who are no
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
21 201 and 202.

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

26 94. Plaintiff and the other class members are entitled to recover from Defendants the
27 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
28 pursuant to California Labor Code section 203.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3

4

5
6
7

8
9
0
1
2

3
4
5
6

7
8
9

20
21
22

23
24

25

26

27

28

1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.**

4 **and DOES 1 through 100)**

5 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 94, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

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

22 103. Defendants have intentionally and willfully failed to provide Plaintiff and the
23 other class members with complete and accurate wage statements. The deficiencies include,
24 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
25 the other class members.

26 104. As a result of Defendants' violation of California Labor Code section 226(a),
27 Plaintiff and the other class members have suffered injury and damage to their statutorily-
28 protected rights.

1 105. More specifically, Plaintiff and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 106. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
8 employee.

9 107. Plaintiff and the other class members are also entitled to injunctive relief to
10 ensure compliance with this section, pursuant to California Labor Code section 226(h).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 1174(d))**

13 **(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.**

14 **and DOES 1 through 100)**

15 108. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 107, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 109. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
19 central location in the state or at the plants or establishments at which employees are
20 employed, payroll records showing the hours worked daily by and the wages paid to, and the
21 number of piece-rate units earned by and any applicable piece rate paid to, employees
22 employed at the respective plants or establishments. These records shall be kept in accordance
23 with rules established for this purpose by the commission, but in any case shall be kept on file
24 for not less than two years.

25 110. Defendants have intentionally and willfully failed to keep accurate and complete
26 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
27 class members.

28 111. As a result of Defendants' violation of California Labor Code section 1174(d),

1 Plaintiff and the other class members have suffered injury and damage to their statutorily-
2 protected rights.

3 112. More specifically, Plaintiff and the other class members have been injured by
4 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
5 they were denied both their legal right and protected interest, in having available, accurate and
6 complete payroll records pursuant to California Labor Code section 1174(d).

7 **NINTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 2800 and 2802)**

9 **(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.**

10 **and DOES 1 through 100)**

11 113. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 112, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

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

18 115. Plaintiff and the other class members incurred necessary business-related
19 expenses and costs that were not fully reimbursed by Defendants.

20 116. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
21 other class members for all necessary business-related expenses and costs.

22 117. Plaintiff and the other class members are entitled to recover from Defendants
23 their business-related expenses and costs incurred during the course and scope of their
24 employment, plus interest accrued from the date on which the employee incurred the necessary
25 expenditures at the same rate as judgments in civil actions in the State of California.

26 ///

27 ///

28 **TENTH CAUSE OF ACTION**

(Violation of California Business & Professions Code §§ 17200, et seq.)
(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.
and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

121. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

123. Plaintiff and the other class members have been personally injured by

1 Defendants' unlawful business acts and practices as alleged herein, including but not
2 necessarily limited to the loss of money and/or property.

3 124. Pursuant to California Business & Professions Code sections 17200, et seq.,
4 Plaintiff and the other class members are entitled to restitution of the wages withheld and
5 retained by Defendants during a period that commences four years preceding the filing of this
6 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
7 1021.5 and other applicable laws; and an award of costs.

8 **ELEVENTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 2698, et seq.)**

10 **(Against GLOBAL SECURITY MANAGEMENT AGENCY, INC.**

11 **and DOES 1 through 100)**

12 125. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 124, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

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

20 127. Whenever the LWDA, or any of its departments, divisions, commissions,
21 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
22 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
23 assess a civil penalty.

24 128. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved
25 employees" as defined by California Labor Code section 2699(c) in that they are all current or
26 former employees of Defendants, and one or more of the alleged violations was committed
27 against them.

28 **Failure to Pay Overtime**

1 129. Defendants' failure to pay legally required overtime wages to Plaintiff and the
2 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
3 California Labor Code sections 510 and 1198.

4 **Failure to Provide Meal Periods**

5 130. Defendants' failure to provide legally required meal periods to Plaintiff and the
6 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
7 California Labor Code sections 226.7 and 512(a).

8 **Failure to Provide Rest Periods**

9 131. Defendants' failure to provide legally required rest periods to Plaintiff and the
10 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
11 California Labor Code section 226.7.

12 **Failure to Pay Minimum Wages**

13 132. Defendants' failure to pay legally required minimum wages to Plaintiff and the
14 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
15 California Labor Code sections 1194, 1197 and 1197.1.

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

17 133. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
18 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a
19 violation of California Labor Code sections 201 and 202.

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

21 134. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
22 employees during employment in accordance with Labor Code section 204 constitutes a
23 violation of California Labor Code section 204.

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

25 135. Defendants' failure to provide complete and accurate wage statements to
26 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a)
27 constitutes a violation of California Labor Code section 226(a).

28 **Failure to Keep Complete and Accurate Payroll Records**

1 136. Defendants' failure to keep complete and accurate payroll records relating to
2 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
3 1174(d) constitutes a violation of California Labor Code section 1174(d).

4 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

5 137. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
6 necessary business-related expenses and costs in accordance with California Labor Code
7 sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and
8 2802.

9 138. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
10 behalf of all aggrieved employees, request and are entitled to recover from Defendants and
11 each of them, business expenses, unpaid wages, and/or untimely wages according to proof,
12 interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as
13 all statutory penalties against Defendants, and each of them, including but not limited to:

- 14 a. Penalties under California Labor Code section 2699 in the amount of a
15 hundred dollars (\$100) for each aggrieved employee per pay period for the
16 initial violation, and two hundred dollars (\$200) for each aggrieved
17 employee per pay period for each subsequent violation;
- 18 b. Penalties under California Code of Regulations Title 8 section 11010, et
19 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
20 pay period for the initial violation, and one hundred dollars (\$100) for
21 each aggrieved employee per pay period for each subsequent violation;
- 22 c. Penalties under California Labor Code section 210 in addition to, and
23 entirely independent and apart from, any other penalty provided in the
24 California Labor Code in the amount of a hundred dollars (\$100) for each
25 aggrieved employee per pay period for the initial violation, and two
26 hundred dollars (\$200) for each aggrieved employee per pay period for
27 each subsequent violation; and
- 28 d. Any and all additional penalties and sums as provided by the California

1 Labor Code and/or other statutes.

2 139. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
3 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
4 and Workforce Development Agency for the enforcement of labor laws and education of
5 employers and employees about their rights and responsibilities and twenty-five percent (25%)
6 to the aggrieved employees.

7 140. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
8 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
9 statute.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, individually, and on behalf of other members of the general public similarly
12 situated, requests a trial by jury.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
15 public similarly situated, prays for relief and judgment against Defendants, jointly and
16 severally, 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 counsel for Plaintiff be appointed as Class Counsel; and
21 4. That Defendants provide to Class Counsel immediately the names and most
22 current/last known contact information (address, e-mail and telephone numbers) of all class
23 members.

24 **As to the First Cause of Action**

25 5. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
27 all overtime wages due to Plaintiff and the other class members;

28 6. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 7. For pre-judgment interest on any unpaid overtime compensation commencing
3 from the date such amounts were due;

4 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Labor Code section 1194; and

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

7 **As to the Second Cause of Action**

8 10. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
10 provide all meal periods (including second meal periods) to Plaintiff and the other class
11 members;

12 11. That the Court make an award to Plaintiff and the other class members of one
13 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
14 period was not provided;

15 12. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 13. For premium wages pursuant to California Labor Code section 226.7(c);

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

20 15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

22 **As to the Third Cause of Action**

23 17. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
25 rest periods to Plaintiff and the other class members;

26 18. That the Court make an award to Plaintiff and the other class members of one
27 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
28 period was not provided;

1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
10 Plaintiff and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
14 for Plaintiff and the other class members in the amount as may be established according to
15 proof at trial;

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

18 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194(a);

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

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

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
25 time of termination of the employment of Plaintiff and the other class members no longer
26 employed by Defendants;

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

1 32. For statutory wage penalties pursuant to California Labor Code section 203 for
2 Plaintiff and the other class members who have left Defendants' employ;

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

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

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

7 35. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
9 by California Labor Code section 204 to Plaintiff and the other class members;

10 36. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 37. For pre-judgment interest on any unpaid compensation from the date such
13 amounts were due; and

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

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

16 39. That the Court declare, adjudge and decree that Defendants violated the record
17 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
18 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
19 wage statements thereto;

20 40. For actual, consequential and incidental losses and damages, according to proof;

21 41. For statutory penalties pursuant to California Labor Code section 226(e);

22 42. For injunctive relief to ensure compliance with this section, pursuant to
23 California Labor Code section 226(h); and

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

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

26 44. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
28 for Plaintiff and the other class members as required by California Labor Code section

1 1174(d);

2 45. For actual, consequential and incidental losses and damages, according to proof;

3 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

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

6 48. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
8 class members for all necessary business-related expenses as required by California Labor
9 Code sections 2800 and 2802;

10 49. For actual, consequential and incidental losses and damages, according to proof;

11 50. For the imposition of civil penalties and/or statutory penalties;

12 51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

14 **As to the Tenth Cause of Action**

15 53. That the Court decree, adjudge and decree that Defendants violated California
16 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
17 other class members all overtime compensation due to them, failing to provide all meal and
18 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
19 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
20 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
21 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

22 54. For restitution of unpaid wages to Plaintiff and all the other class members and
23 all pre-judgment interest from the day such amounts were due and payable;

24 55. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violation of California Business and Professions Code sections
27 17200, et seq.;

28 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5;

2 57. For injunctive relief to ensure compliance with this section, pursuant to
3 California Business and Professions Code sections 17200, et seq.; and

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

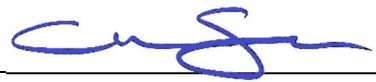
5 **As to the Eleventh Cause of Action**

6 59. For civil penalties and wages pursuant to California Labor Code sections
7 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor
8 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
9 1198, 2800 and 2802; and

10 60. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 Dated: February 22, 2025

SWEENY LAW, PC

13
14 By: 
15 Charles T. Sweeny
16 Counsel for Plaintiff
17
18
19
20
21
22
23
24
25
26
27
28