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Attorneys for Plaintiff, GABRIEL CALVERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

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

Plaintiff,

v.

BLACK BOX SECURITY, INC., a
California Corporation; EDAN YEMINI, an
individual; and DOES 1 through 50,
Inclusive,

Defendants.

Case No.: **24STCV26611**

COMPLAINT FOR:

- (1) FAILURE TO PAY WAGES (CAL. LABOR CODE §§201-202);**
- (2) WAITING TIME PENALTIES (CAL. LABOR CODE §203);**
- (3) FAILURE TO PAY WAGES (CAL. LABOR CODE §204);**
- (4) FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- (5) FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226 ET SEQ.);**
- (6) FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
- (7) PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE §2698 ET SEQ.); AND**
- (8) UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE §17200 ET SEQ.)**

[DEMAND FOR JURY TRIAL]

COMES NOW plaintiff GABRIEL CALVERA (hereinafter "Plaintiff") and alleges for his complaint as follows:

JURISDICTION AND VENUE

1. This Court is the proper court, and this action is properly filed in Los Angeles County, State of California, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, State of California and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County, State of California.

2. Venue is proper in this court insofar as Defendants regularly conduct business in and/or are residents of Los Angeles County. Venue is also proper in this court insofar as the wrongful acts, injury and transaction occurred in Los Angeles County, California.

THE PARTIES

3. Plaintiff GABRIEL CALVERA (hereinafter, "Plaintiff") is and was at all relevant times a resident of Los Angeles County, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant BLACK BOX SECURITY, INC. (hereinafter, "Black Box") was and is a California Corporation doing business at 27001 Agoura Road, Suite 170, Calabasas, California 91301. Black Box provides private security services.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant EDAN YEMINI (hereinafter, "Mr. Yemini"), was and is an individual conducting business in Los Angeles County, State of California. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Mr. Yemini was and is an owner, officer and/or principal of Black Box, and was Plaintiff's supervisor.

6. At all times relevant herein, Defendants were Plaintiff's employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and are an "employer or other person acting on behalf of an employer" as such term is used in Labor Code section 558.1, and liable to Plaintiff on that basis.

1 7. The true names and capacities, whether individual, corporate, associate, or
2 otherwise, of the Defendants named herein as DOES 1 through 50, inclusive, are unknown to
3 Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff
4 will seek leave to amend this complaint to insert the true names and capacities of said
5 Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and
6 based thereupon alleges, that each of the fictitiously named Defendants is responsible for the
7 wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

8 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times
9 relevant hereto, Defendants and DOES 1 through 50, and each of them, were the agents,
10 employees, managing agents, supervisors, coconspirators, parent corporation, joint employers,
11 alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in
12 doing the things alleged herein, were acting at least in part within the course and scope of said
13 agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint
14 venture and with the permission and consent of each of the other Defendants.

15 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
16 and each of them, including those defendants named as DOES 1 through 50, acted in concert
17 with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
18 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
19 so. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of
20 them, including those defendants named as DOES 1 through 50, and each of them, formed and
21 executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
22 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
23 intended to cause and actually causing Plaintiff harm.

24 10. Whenever and wherever reference is made in this complaint to any act or failure
25 to act by a Defendant(s) or co-Defendant(s), such allegations and references shall also be deemed
26 to mean the acts and/or failures to act by each Defendant(s) acting individually, jointly and
27 severally.
28

FACTUAL ALLEGATIONS

11. Plaintiff worked as a private security guard for Black Box from approximately January 2022 to April 2024. At all relevant times, Plaintiff was a non-exempt employee. Throughout his employment, Plaintiff was not provided off-duty rest periods and was not provided the legally mandated meal periods.

12. During his employment with Black Box, Plaintiff was only provided one meal period per day and his meal periods were: 1) not off duty; 2) less than 30 minutes; and 3) not timely. Plaintiff was never provided a second meal period despite working 12-hour shifts. Plaintiff was not paid overtime for all of his hours worked. Plaintiff was also not provided accurate wage statements and was not paid all of his wages due upon his termination.

13. Black Box and Mr. Yemini required Plaintiff and other aggrieved employees to execute a "Rest Break Notice" at the beginning of their employment with Black Box, which provided that "Black Box Security, Inc. pays its employees for the on-duty meal break and rest breaks and expects the employee to remain on the site during these breaks."

14. Consistent with Black Box's unlawful on-duty rest break policy, Plaintiff and other similarly situated aggrieved employees were required to have their radios and pagers on at all times, including during their rest and meal breaks. Black Box did not have defined rest periods for Plaintiff and other similarly situated aggrieved employees. As such, Plaintiff and other similarly aggrieved employees worked through the times they were supposed to be provided with rest breaks.

15. Similar to its rest break policy, Black Box also had an on-duty meal period policy despite the nature of the work not preventing Plaintiff and other similarly situated employees from being relieved of duty during the meal periods.

16. Plaintiff and other similarly situated aggrieved employees were not provided full 30-minute meal periods and were not provided timely meal periods. Plaintiff and other similarly situated aggrieved employees worked for longer than five hours before taking their meal breaks.

17. Plaintiff and other similarly situated aggrieved employees were not provided with a second meal period, despite being entitled to two meal periods per workday by virtue of working more than ten hours in a workday.

18. Black Box failed to pay Plaintiff and other similarly situated aggrieved employees overtime wages for all overtime hours they worked. Plaintiff and other similarly situated aggrieved employees were required by Black Box to arrive at their work sites prior to their official shift start times in order to, *inter alia*, put on gear and get briefings from the persons they were replacing. Black Box did not compensate Plaintiff and other similarly situated aggrieved employees for this time, which should have been paid as double-overtime when Plaintiff and other similarly situated aggrieved employees worked 12-hour shifts.

19. Plaintiff and other similarly situated aggrieved employees did not receive all of their earned wages within the statutory required time period of time upon their separation of employment with Black Box.

20. Plaintiff and other similarly situated aggrieved employees did not receive paystubs that complied with Labor Code §226.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES DUE (LABOR CODE §§201-202)

(by Plaintiff against all Defendants and DOES 1-50)

21. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein and incorporates said paragraphs as though set forth in full in this Cause of Action.

22. At all relevant times, Defendants were Plaintiff's employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and are an "employer or other person acting on behalf of an employer" as such term is used in Labor Code section 558.1, and liable to Plaintiff on that basis.

23. California Labor Code §201 provides that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately...” Plaintiff’s employment with Defendants ended in or about April 2024. To date, Defendants have not paid Plaintiff all the wages Plaintiff is due.

24. California Labor Code §202 provides that “[i]f an employee...quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter...” Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, Plaintiff alleges that Defendants failed to pay its employees all wages earned at the time of their quitting from Defendants’ employment.

25. Defendants knowingly and willfully violated the laws, regulations and orders governing the wages of employees as described herewith. Defendants' employees have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Defendants' employees are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

SECOND CAUSE OF ACTION

WAITING TIME PENALTIES (CAL. LABOR CODE §203)

(by Plaintiff against all Defendants and DOES 1-50)

26. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein and incorporates said paragraphs as though set forth in full in this Cause of Action.

27. At all relevant times, Defendants were Plaintiff's employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and are an "employer or other person acting on behalf of an employer" as such term is used in Labor Code section 558.1, and liable to Plaintiff on that basis.

28. California Labor Code §203 provides that if an employer willfully fails to pay in accordance with Labor Code §§201 or 202 any wages of an employee who is discharged or who quits, the wages of the employee continue as a penalty.

29. As alleged herewith, Defendants failed to pay Plaintiff all wages due upon his end of employment with Defendants.

30. As a direct and proximate result of Defendants' willful failure to pay due wages, Defendants are liable for statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

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(by Plaintiff against all Defendants and DOES 1-50)

32. California Labor Code §204 provides in part that “all wages, ..., earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

34. Pursuant to Labor Code §210, Plaintiff is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to §210, for each subsequent failure to pay in compliance with Labor Code §204, Plaintiff is entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

35. As a direct and proximate result of Defendants' conduct in violation of Labor Code §204 as alleged above, Plaintiff suffered, and continues to suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to his damage in amounts according to proof at trial.

FAILURE TO PAY OVERTIME COMPENSATION

(by Plaintiff against all Defendants and DOES 1-50)

36. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein and incorporates said paragraphs as though set forth in full in this Cause of Action.

1 37. At all relevant times, Defendants were Plaintiff's employers and/or special
2 employers within the meaning of the Labor Code and Industrial Welfare Commission Order No.
3 4-2001, and are an "employer or other person acting on behalf of an employer" as such term is
4 used in Labor Code section 558.1, and liable to Plaintiff on that basis.

5 38. Labor Code §510 requires employers to pay their non-exempt employees one and
6 one-half times their regular hourly rate (overtime) for time worked in excess of exempt eight
7 hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time)
8 for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their
9 non-exempt employees overtime compensation for the first 8 hours of work done on the seventh
10 consecutive day of work done in any work week, and double-time compensation for any work
11 done beyond the first 8 hours on the seventh consecutive day of work.

12 39. At all relevant times, Defendants failed and refused to pay Plaintiff all the
13 overtime compensation required by Labor Code §510, 8 Code of Regulations §11040, and
14 Industrial Welfare Commission Order No. 4-2001.

15 40. At all relevant times, Defendants required Plaintiff to work more than 8 hours per
16 day and/or more than 40 hours per workweek. Despite this, Defendants failed to pay Plaintiff the
17 requisite overtime wages at all relevant times preceding the filing of this complaint.

18 41. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of
19 Labor Code §510, 8 Code Regulations §11040, and Industrial Welfare Commission Order No. 4-
20 2001.

21 42. Plaintiff has been deprived of his rightfully earned overtime compensation as a
22 direct and proximate result of Defendants' failure and refusal to pay said compensation.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS**

25 **(CAL. LABOR CODE §§226 ET SEQ.)**

26 **(by Plaintiff against all Defendants and DOES 1-50)**

27 43. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
28 and incorporates said paragraphs as though set forth in full in this Cause of Action.

1 44. Pursuant to California Labor Code §§226 and 1174, employers have a duty to
2 provide their employees with itemized statements showing total hours worked, hourly wages,
3 gross wages, total deductions and net wages earned. An employer who violates these code
4 sections is liable to its employees for the greater of actual damages suffered by the employee, or
5 \$50 in civil penalties for the initial pay period in which a violation occurred, and \$100 per
6 employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to
7 Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision
8 if the employer fails to provide a wage statement at all.

9 45. In addition thereto, pursuant to California Labor Code §226.3, an employer who
10 willfully violates Labor Code §226 is subject to a \$250 civil penalty for the initial pay period in
11 which a violation occurred, and \$1,000 per employee for each subsequent pay period, with no
12 maximum.

13 46. At all relevant times, Defendants failed to provide Plaintiff with timely and
14 accurate wage and hour statements showing gross wages earned, total hours worked, all
15 deductions made, net wages earned, dates for wages earned, the name and address of the legal
16 entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and
17 the corresponding number of hours worked at each hourly rate by Plaintiff.

18 47. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code
19 §226.

20 48. This failure has injured Plaintiff, by misrepresenting and depriving him of hour,
21 wage, and earnings information to which he is entitled, causing him difficulty and expense in
22 attempting to reconstruct time and pay records, causing him not to be paid wages he is entitled
23 to, causing him to be unable to rely on earnings statements in dealings with third parties,
24 eviscerating his right under Labor Code §226(b) to review itemized wage statement information
25 by inspecting the employer's underlying records, and deceiving him regarding his entitlement to
26 overtime, meal period, and rest period wages. For the time periods that Plaintiff was not provided
27 with paystubs at all, his aforementioned injuries are presumed as a matter of law.
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1 49. Based on Defendants' conduct as alleged herein, Defendants are liable for
2 damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor
3 Code §226.3, and other applicable provisions, as well as attorneys' fees and costs.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

6 **(CAL. LABOR CODE §§226.7, 512)**

7 **(by Plaintiff against all Defendants and DOES 1-50)**

8 50. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein
9 and incorporates said paragraphs as though set forth in full in this Cause of Action.

10 51. At all relevant times, Defendants were employers and/or special employers within
11 the meaning of the Labor Code and Industrial Welfare Commission Order No. 4-2001, and are
12 an "employer or other person acting on behalf of an employer" as such term is used in Labor
13 Code section 558.1, and liable on that basis.

14 52. California Labor Code §226.7 requires an employer to provide every employee
15 with an uninterrupted rest period of not less than 10 minutes, for every period worked in excess
16 of four hours.

17 53. California Labor Code §226.7 and §512 require employers to provide every
18 employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every
19 period of work exceeding five hours.

20 54. At all relevant times, Plaintiff regularly worked in excess of five hours per day,
21 and was thereby entitled to take uninterrupted 30-minute meal periods and 10-minute rest
22 periods on each day of work. Further, Plaintiff regularly worked in excess of 10 hours per day,
23 and was thereby entitled to take a second meal period.

24 55. Defendants failed and refused to provide Plaintiff with rest and meal periods, and
25 failed to compensate Plaintiff for missed rest and meal periods, as required by Labor Code
26 §§226.7, 512 and the applicable sections of 8 Code of Regulations §11040 and Industrial
27 Welfare Commission Order No. 4-2001.

56. Plaintiff has been deprived of his rightfully earned compensation for rest and meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE §2698 ET SEQ.)
(by Plaintiff against all Defendants and DOES 1-50)

57. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein and incorporates said paragraphs as though set forth in full in this Cause of Action.

58. Under California Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

59. Plaintiff was an aggrieved employee within the meaning of Labor Code §2699(a), as Defendants committed multiple California Labor Code violations against him, as previously plead in this Complaint.

60. On June 25, 2024, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by online submission to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3.

61. As of the filing of this complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

62. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

63. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

EIGHTH CAUSE OF ACTION

UNLAWFUL AND UNFAIR BUSINESS PRACTICES

(CALIFORNIA BUSINESS AND PROFESSIONS CODE §17200, *ET SEQ.*)

(by Plaintiff against all Defendants and DOES 1-50)

64. Plaintiff repeats and re-alleges all paragraphs of the preceding allegations herein and incorporates said paragraphs as though set forth in full in this Cause of Action.

65. At all relevant times alleged herein, Plaintiff was an employee of Defendants and entitled to the benefits and protections of the Business and Professions Code §§17200, *et seq.*

66. California Business and Professions Code §§17200, *et seq.* prohibits both unlawful and unfair business practices. Defendants' policies and/or practices outlined herein constitute unlawful and/or unfair business practices. Through the conduct alleged herein, Defendants have engaged in a pattern of unlawful and unfair business practices in violation of Business and Professions Code §§17200, *et seq.*, depriving Plaintiff the rights, benefits, and privileges guaranteed to all employees under law.

67. As a result of its unlawful and/or unfair business practices, Defendants have reaped and continue to reap unfair and illegal profits at the expense of Plaintiff. Plaintiff is informed and believes, and thereon alleges that Defendants have engaged in the above described unlawful conduct for their own economic self-interest and as a direct and proximate result, Defendants have increased profits and have otherwise benefited economically from such conduct, which has gained Defendants an unfair competitive advantage over other companies. Accordingly, Defendants should be disgorged of their illegal profits, and Plaintiff is entitled to restitution with interest of such ill-gotten profits in an amount according to proof at the time of trial.

WHEREFORE, Plaintiff prays for judgment against Defendants and DOES 1 through 50, and each of them, according to proof as follows:

(1) For waiting time penalties pursuant to Labor Code §§201-203 in the amount to be

- 1 proven at trial;
- 2 (2) For payment of unpaid compensation pursuant to Labor Code §204 in the amount to
- 3 be proven at trial;
- 4 (3) For penalties pursuant to Labor Code §210 in the amount as may be established
- 5 according to proof at trial;
- 6 (4) For payment of unpaid overtime compensation pursuant to Labor Code §510 and
- 7 Industrial Welfare Commission Order No. 4-2001, in the amount to be proven at
- 8 trial;
- 9 (5) For statutory penalties or damages pursuant to Labor Code §226 and §226.3 in the
- 10 amount to be proven at trial;
- 11 (6) For payment of meal and rest period compensation pursuant to Labor Code §§226.7
- 12 and 512, in the amount to be proven at trial;
- 13 (7) For statutory penalties pursuant to Labor Code §2699(f), in the amount to be proven
- 14 at trial on behalf of all of Defendants' aggrieved employees;
- 15 (8) For restitutionary disgorgement of profits garnered as a result of Defendants' failure
- 16 to pay wages and other compensation in accordance with the law;
- 17 (9) Interest on damages as provided by law;
- 18 (10) For costs of suit and attorneys' fees pursuant to the Labor Code and/or any other
- 19 basis; and
- 20 (11) Such other relief as the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury in this action of all claims asserted against all Defendants as permitted by law.

Dated: October 11, 2024

BROSLAVSKY & WEINMAN, LLP
LAW OFFICES OF BORIS DALIS

By: 
Zack Broslavsky, Esq.
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Attorneys for Plaintiff