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 IRIAS

FILED
 Superior Court of California
 County of Los Angeles
10/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

JOHN GOLTHER IRIAS, individually, and on
 behalf of other members of the general public
 similarly situated,

Plaintiff,

v.

MULHOLLAND SECURITY AND PATROL,
 INC., a California corporation; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 24STCV17647

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and
10. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 et seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff JOHN GOLTHER IRIAS (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, individually and on behalf of all other members of the public
4 similarly situated, alleges as follows:

5 **THE PARTIES**

6 1. Plaintiff is a California resident who worked for Defendant MULHOLLAND
7 SECURITY AND PATROL, INC. and DOES 1 through 10 (“Defendants”) in Los Angeles County,
8 California, as a nonexempt employee paid hourly from approximately August of 2021 to
9 approximately August of 2023.

10 2. Plaintiff reserves the right to seek leave to amend this complaint to add new
11 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
12 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

13 3. Plaintiff alleges, on information and believe, that Defendant MULHOLLAND
14 SECURITY AND PATROL, INC. is, and at all times herein mentioned, was:

15 (a) A business entity qualified to do business and actually conducting business
16 in numerous counties throughout the State of California, including in Los
17 Angeles County; and,

18 (b) The former employer of Plaintiff and the current and/or former employer of
19 the putative Class because Defendant MULHOLLAND SECURITY AND
20 PATROL, INC. suffered and permitted Plaintiff and the Class to work,
21 and/or controlled their wages, hours, or working conditions.

22 4. At all relevant times, Defendants were and are legally responsible for all of the
23 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
24 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
25 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
26 “respondeat superior.”

27 5. Plaintiff does not know the true names or capacities of the persons or entities sued
28 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each

1 of the Doe Defendants was in some manner legally responsible for the damages suffered by
2 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
3 names and capacities of these Defendants when they have been ascertained, together with
4 appropriate charging allegations, as may be necessary.

5 6. At all times mentioned herein, Does 1-10, inclusive, and each of them, were
6 residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant
7 number of the Plaintiff and the Class in the State of California.

8 7. Plaintiff alleges, on information and belief, that, at all relevant times, each
9 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
10 other employees described in the class definitions below, and exercised control over their wages,
11 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
12 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
13 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
14 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
15 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
16 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
17 below. Plaintiff alleges, on information and belief, that each Defendant acted pursuant to and
18 within the scope of the relationships alleged above, that each Defendant knew or should have
19 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct
20 of all other Defendants.

21 **JURISDICTION AND VENUE**

22 8. This Court has jurisdiction over this matter because Plaintiff brings this Complaint for
23 various violations of the California Labor Code (including a claim pursuant to the Private Attorney
24 General Act of 2004) and California Industrial Welfare Commission ("IWC") orders, Defendant
25 is a California corporation, and Plaintiff is a California resident.

26 9. Venue is proper in this judicial district because Defendants maintain offices, have
27 agents, and/or transact business in the County of Los Angeles, California.
28

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

10. Plaintiff worked for Defendants in California as a non-exempt employee paid hourly. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

11. On September 29, 2023, Plaintiff sent a written request through their counsel to Defendants for their personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce all of the requested employment records, in violation of Labor Code sections 226 and 1198.5, by failing to produce wage statements and all documents signed by Plaintiff as of the date of this Complaint.

12. Plaintiff brings this action against Defendants for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of the class.

13. Plaintiffs bring the First through Ninth Causes of Action individually and as a class action on behalf of himself and certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

14. Plaintiffs bring the Tenth Cause of Action as a representative action under the Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. ("PAGA") to recover civil penalties that are owed to Plaintiff, the State of California, and past and present non-exempt

employees employed by Defendants in the State of California during the statute of limitations period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

15. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the IWC, and the California Business & Professions Code.

16. Despite these requirements, throughout the statutory period, Defendants willfully failed to comply with the California Labor Code and IWC Wage Orders with respect to Plaintiff and the Class and instead maintained a systematic, company-wide policy and practice of including, but not limited to, the following violations on a regular basis:

- (a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages; for example, Defendants:
 - 1) required employees to come in and work without clocking in;
 - 2) required employees to clock out at the end of their shift and immediately clock back in and keep working in order to avoid paying overtime rates; and/or
 - 3) required them to continue working during unpaid meal periods; and/or
 - 4) provided a malfunctioning time clock and engaged in inaccurate manual time-keeping on employees’ behalf;
 - 5) failed to pay for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or
 - 6) failed to maintain accurate records of the hours worked.
- (b) Failing to pay accurate wages and secretly paying employees lower wages than required by statute, in violation of California Labor Code section 223 (that makes it unlawful for an employer to secretly pay wages lower than

required by statute while purporting to pay legal wage), for example, Defendants:

- 1) required employees to attest to the accuracy of their recorded hours while their hours were inaccurate; and/or
- 2) required employees to confirm that they took compliant meal and rest breaks whereas they did not; and/or
- 3) programmed the time clock to prevent employees from being able to clock out until they confirmed they took a compliant meal break even when they did not.

(c) Failing to provide employees with timely and duty-free meal periods; for example, Defendants:

- 1) required employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work; and/or
- 2) failed to compensating employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work;
- 3) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods; and/or
- 4) denied employees permission to take a meal period and/or to leave premises for such meal period;
- 5) enacting noncompliant meal and rest break policies; and/or
- 6) failed to maintain accurate records of all meal periods taken or missed.

(d) Failing to authorize and permit employees to take timely and duty-free rest periods; for example, Defendants:

- 1) required employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours); and/or
 - 2) failed to compensate employees for rest periods that were not authorized or permitted; and/or
 - 3) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods; and/or
 - 4) denied employees permission to take a rest period.
- (e) Failing to timely pay employees their final wages due at termination, including, but not limited to, all expenditures, minimum wages, straight time wages, overtime wages, meal and rest period premium wages, and/or accrued vacation; and/or making such payments via direct deposit without employees' authorization.
- (f) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders, such as accrued paid sick leave, all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, meal and rest periods penalties, among other things;
- (g) Failing to timely produce requested employment records as required by the California Labor Code and IWC Wage Order;
- (h) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment; for example, Defendants:
- 1) failed to reimburse employees for having to use their personal cell phones to discharge their job duties;

- 2) failed to reimburse employees for having to use their personal vehicle to discharge their job duties;
- 3) requiring employees to purchase expensive guns, ammunition, and related equipment, personal protective equipment, as well as Employer-mandated specialty clothing and boots.

17. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

18. As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have

to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

19. Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

20. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

21. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

22. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 102 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

23. At all material times, Plaintiff was a member of the Class.

24. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

25. There is a well-defined community of interest in the litigation and the Class is

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration 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 the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the

claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

26. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages, as well as on-call/standby pay;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Unlawfully deducted from Class Members' wages; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

27. This Court should permit this action to be maintained as a class action pursuant to

California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to

1 the class as a whole.

2 28. Plaintiff contemplates the eventual issuance of notice to the proposed members of
3 the Class that would set forth the subject and nature of the instant action. The Defendants' own
4 business records may be utilized for assistance in the preparation and issuance of the contemplated
5 notices. To the extent that any further notices may be required, Plaintiff contemplates the use of
6 additional techniques and forms commonly used in class actions, such as published notice, e-mail
7 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
8 Class and deemed necessary and/or appropriate by the Court.

9 ///

10 **FIRST CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Pay Minimum and**
12 **Straight Time Wages for All Hours Worked)**

13 29. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
14 paragraphs.

15 30. "Hours worked" is the time during which an employee is subject to the control of
16 an employer and includes all the time the employee is suffered or permitted to work, whether or
17 not required to do so.

18 31. At all relevant times herein mentioned, Defendants knowingly failed to pay to
19 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
20 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
21 of California Labor Code § 1194, and any additional applicable Wage Orders that require such
22 compensation to non-exempt employees.

23 32. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
24 time wages for all non-overtime hours worked for Defendants.

25 33. By and through the conduct described above, Plaintiff and the Class have been
26 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

27 34. By virtue of the Defendants' unlawful failure to pay additional compensation to
28 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class

suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

35. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

36. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

37. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

38. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

39. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

40. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

41. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

42. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

43. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

44. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

45. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

46. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

47. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

48. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

49. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the

1 start of Plaintiff's and the Class's sixth hour of work in a workday, and to take their second meal
2 periods no later than the start of the eleventh hour of work in the workday. California Labor Code
3 § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
4 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
5 California Labor Code § 226.7 for an employer to require any employee to work during any meal
6 period mandated under any Wage Order.

7 50. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
8 and the Class with both meal periods as required by California law. By their failure to permit and
9 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that
10 Defendants made it impossible or impracticable to take these uninterrupted meal periods),
11 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
12 Wage Orders.

13 51. Under California law, Plaintiff and the Class are entitled to be paid one hour of
14 additional wages for each workday they were not provided with all required meal period(s), plus
15 interest thereon.

16 **FOURTH CAUSE OF ACTION**

17 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

18 52. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
19 paragraphs.

20 53. Defendants are required by California law to authorize and permit breaks of ten
21 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
22 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
23 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
24 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
25 employee is entitled to two rest breaks. Each failure to authorize rest breaks, as required, is itself
26 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
27 an employer to require any employee to work during any rest period mandated under any Wage
28 Order.

54. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

55. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

56. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

57. At all times herein set forth, California Labor Code §§ 201 and 202 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

58. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

59. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)

hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

61. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

62. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

63. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

64. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 65. In addition, California Labor Code § 246(i) required employer to provide an
2 employee with written notice that sets forth the amount of paid sick leave available, or paid time
3 off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage
4 statement described in Section 226 or in a separate writing provided on the designated pay date
5 with the employee's payment of wages. If an employer provides unlimited paid sick leave or
6 unlimited paid time off to an employee, the employer may satisfy this section by indicating on the
7 notice or the employee's itemized wage statement "unlimited."

8 66. Defendants have intentionally and willfully failed to provide employees with
9 complete and accurate wage statements compliant with these Labor Code sections. The
10 deficiencies include, among other things, the failure to correctly identify the gross wages earned
11 by Plaintiff and the Class, the failure to list the true "total hours worked by the employee," and the
12 failure to list the true net wages earned.

13 67. As a result of Defendants' violation of California Labor Code §§ 226(a) and 246(i),
14 Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

15 68. Specifically, Plaintiff and the members of the Class have been injured by
16 Defendants' intentional violations of California §§ 226(a) and 246(i) because they were denied
17 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
18 statements under California Labor Code § 226(a).

19 69. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
20 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
21 a result of having to bring this action to attempt to obtain correct wage information following
22 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
23 laws and regulations.

24 70. Plaintiff and the Class are entitled to recover from Defendants the greater of their
25 actual damages caused by Defendants' failure to comply with California Labor Code §§ 226(a)
26 and 246(i), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

27 71. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
28 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code

§ 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

72. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

73. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

74. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

75. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

76. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants by All Plaintiffs for Failure to Produce Requested Employment Records)

77. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

78. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their payroll records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of payroll records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

79. Pursuant to California Labor Code § 1198.5(a), every current and former

1 employee, or their or her representative, has the right to inspect and receive a copy of the
2 personnel records that the employer maintains relating to the employee's performance or to any
3 grievance concerning the employee. Under this statute, upon written request from a current or
4 former employee or their or her representative, an employer must make the contents of those
5 personnel records available for inspection or provide a copy of the personnel records to the
6 current or former employee, or their or her representative, not later than thirty (30) calendar days
7 from the date the employer receives the written request, subject to some limited exceptions.
8 Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars
9 (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

10 80. Labor Code § 432 provides that if an employee or applicant signs any instrument
11 relating to the obtaining or holding of employment, they shall be given a copy of the instrument
12 upon request.

13 81. As set forth above, Plaintiff and the Class are current and former employees of
14 Defendants.

15 82. As set forth above, Plaintiff sent a written request through their counsel to
16 Defendants for their payroll records, timecards, and personnel records. However, Plaintiff has
17 not received all of the requested records as of the date of this Complaint.

18 83. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
19 produce the required records requested by Plaintiff.

20 84. On information and belief, Defendants' failure to provide Plaintiff with their
21 requested employment records is not an isolated incident, but was instead consistent with
22 Defendants' policy and practice that applied to Plaintiffs and the Class.

23 85. Pursuant to California Labor Code § 1198.5, Plaintiff and the Class are entitled to
24 a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of
25 compliance with section 1198.5, and attorneys' fees and costs.

26 86. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven
27 hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with
28 section 226, and attorneys' fees and cost.

NINTH CAUSE OF ACTION

(Against All Defendants for Violation of California

Business & Professions Code §§ 17200, et seq.)

87. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

88. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

89. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

91. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described above (failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failed to timely produce Employee’s requested employment records) are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

92. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

93. Plaintiff and the Class Members suffered monetary injury as a direct result of

Defendants' wrongful conduct.

94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

95. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

96. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

98. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 102 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

**(By Plaintiff Against All Defendants for Civil Penalties Under the Private Attorneys
General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

99. Plaintiff incorporates by reference and reallege, as if fully stated herein, the above paragraphs.

100. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

101. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

102. On July 15, 2024, Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1039712-24 (John Golther Irias v. Mulholland Security and Patrol, Inc.). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.

103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of Plaintiff, the State of California, and similarly situated Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be

1 shown according to proof at trial. These penalties are in addition to all other remedies permitted
2 by law.

3 104. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant
4 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
5 shall be entitled to an award of reasonable attorney's fees and costs."

6
7 **PRAYER FOR RELIEF**

8 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
9 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

10 **CLASS CERTIFICATION**

- 11 1. That this action be certified as a class action with respect to all of its causes of
12 action;
13 2. That Plaintiff be appointed as the representative of the Class; and,
14 3. That counsel for Plaintiff be appointed as Class Counsel.

15 **AS TO THE FIRST CAUSE OF ACTION**

- 16 1. That the Court declare, adjudge, and decree that Defendants violated California
17 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
18 minimum and straight time wages due;
19 2. For unpaid wages as may be appropriate;
20 3. For pre-judgment interest on any unpaid compensation commencing from the date
21 such amounts were due;
22 4. For liquidated damages;
23 5. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
24 California Labor Code § 1194(a); and,
25 6. For such other and further relief as the Court may deem equitable and appropriate.

26 **AS TO THE SECOND CAUSE OF ACTION**

- 27 1. That the Court declare, adjudge, and decree that Defendants violated California Labor
28 Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime

1 wages due;

2 2. For unpaid wages at overtime wage rates as may be appropriate;

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

5 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
6 California Labor Code § 1194(a); and,

7 5. For such other and further relief as the Court may deem equitable and appropriate.

8 **AS TO THE THIRD CAUSE OF ACTION**

9 1. That the Court declare, adjudge, and decree that Defendants violated California Labor
10 Code §§ 226.7 and 512, and the IWC Wage Orders;

11 2. For unpaid meal period premium wages as may be appropriate;

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

14 4. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
15 and for costs of suit incurred herein; and,

16 5. For such other and further relief as the Court may deem equitable and appropriate.

17 **AS TO THE FOURTH CAUSE OF ACTION**

18 6. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

20 7. For unpaid rest period premium wages as may be appropriate;

21 8. For pre-judgment interest on any unpaid compensation commencing from the date
22 such amounts were due;

23 9. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
24 and for costs of suit incurred herein; and,

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

26 **AS TO THE FIFTH CAUSE OF ACTION**

27 1. That the Court declare, adjudge and decree that Defendants violated California Labor
28 Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of

1 termination of the employment;

2 2. For statutory wage penalties pursuant to California Labor Code § 203 for former
3 employees who have left Defendants' employ;

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

6 4. For reasonable attorneys' fees and for costs of suit incurred herein; and,

7 5. For such other and further relief as the Court may deem equitable and appropriate.

8 **AS TO THE SIXTH CAUSE OF ACTION**

9 1. That the Court declare, adjudge, and decree that Defendants violated the record keeping
10 provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully
11 failed to provide accurate itemized wage statements thereto;

12 2. For all actual damages, according to proof;

13 3. For statutory penalties pursuant to California Labor Code § 226(e);

14 4. For injunctive relief to ensure compliance with this section, pursuant to California
15 Labor Code § 226(h);

16 5. For reasonable attorneys' fees and for costs of suit incurred herein; and,

17 6. For such other and further relief as the Court may deem equitable and appropriate.

18 **AS TO THE SEVENTH CAUSE OF ACTION**

19 1. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

21 2. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

24 4. For reasonable attorneys' fees and for costs of suit incurred herein; and,

25 5. For such other and further relief as the Court may deem equitable and appropriate.

26 **AS TO THE EIGHTH CAUSE OF ACTION**

1 1. That the Court declare, adjudge, and decree that Defendants violated the records
2 producing provisions of California Labor Code §§ 226 and 1198.5 and applicable IWC Wage
3 Orders, and willfully failed to provide the required and requested documents thereto;

4 2. For all actual damages, according to proof;

5 3. For statutory penalties pursuant to California Labor Code §§ 226 and 1198.5;

6 4. For injunctive relief to ensure compliance with this section, pursuant to California
7 Labor Code § 226(h);

8 5. For reasonable attorneys' fees and for costs of suit incurred herein; and,

9 6. For such other and further relief as the Court may deem equitable and appropriate.

10 **AS TO THE NINTH CAUSE OF ACTION**

11 1. That the Court declare, adjudge, and decree that Defendants violated California
12 Business & Professions Code §§ 17200, et seq. by failing to pay for all hours worked (minimum,
13 straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit
14 rest periods, failing to indemnify employees for expenditures, and unlawful deductions from
15 wages.

16 2. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
17 interest from the day such amounts were due and payable;

18 3. For the appointment of a receiver to receive, manage and distribute any and all funds
19 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
20 result of violations of California Business & Professions Code §§ 17200 et seq.;

21 4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Code of Civil Procedure § 1021.5;

23 5. For injunctive relief to ensure compliance with this section, pursuant to California
24 Business & Professions Code §§ 17200, et seq.; and,

25 6. For such other and further relief as the Court may deem equitable and appropriate.

26 **AS TO THE TENTH CAUSE OF ACTION**

27 1. That the Court declare, adjudge, and decree that Defendants violated the California
28 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),

1 failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay
2 final wages, failure to furnish accurate wage statements, failure to indemnify employees for
3 expenditures; and failure to produce requested employment records.

4 2. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of the
5 State of California, and all similarly aggrieved employees pursuant to PAGA;

6 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

7 4. Attorneys' fees and costs reasonably incurred;

8 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

9 **AS TO ALL CAUSES OF ACTION**

10 1. For a trial by jury as to all causes of action triable by jury;

11 2. For any additional relief that the Court deems just and proper.

12
13
14 Dated: October 14, 2024

Respectfully submitted,

WILSHIRE LAW FIRM

m. desario

17 By: _____
18 Molly DeSario, Esq.
19 James Yoo, Esq.
20 Ruby Palomares, Esq.
21 Attorneys for Plaintiff
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PROOF OF SERVICE

I, **Manuel Martinez**, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010.

On **October 14, 2024**, I served the foregoing document on the interested parties as addressed below and via one of the methods of service set forth below:

FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT

Linh T. Hua
Jennah Feeley
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Emails: lhua@grsm.com; jfeeley@grsm.com

Attorneys for Defendant

(By Mail) I declare that I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[X] (By E-mail or Electronic Transmission) Based on Cal. Code Civ. Proc. § 1013(g), a court order, or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(By Overnight Mail) I am readily familiar with the firm's practice of collection and processing correspondence for overnight delivery of documents. Under that practice it would be delivered to an authorized agent or driver of an overnight mail carrier with the fees paid or provided for on the date of service and delivered the next day.

(By Personal Service) I caused such envelope to be hand-delivered to the above address.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 14, 2024, at Los Angeles, California.



Manuel Martinez