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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for PLAINTIFF JULIO CASTILLO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT

JULIO CASTILLO,) Case No.: **25STCV03183**
)

) COMPLAINT FOR DAMAGES:

Plaintiff,) (1) PRIVATE ATTORNEYS GENERAL
) ACT (“PAGA”).

VS.

GUARD-SYSTEMS, INC., a California corporation; and
DOES 1 THROUGH 100, inclusive,

Defendants.

COMES NOW PLAINTIFF JULIO CASTILLO (hereinafter referred to as “CASTILLO” or “Plaintiff”) and complains against the above-named Defendants and for causes of action against the Defendants, and each of them, as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or domiciled in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein, Defendant GUARD-SYSTEMS, INC., a California corporation (hereinafter “Guard-Systems” and collectively with all other Defendants as “Defendants”) was, and now is, a valid business of form unknown, duly organized and existing under the laws of the State of California, having its principal place of business in the County of Los Angeles, State of California.

3. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to assert the true names and capacities of the fictitiously named Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness, damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

4. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of the remaining Defendants and has acted within the course and scope of such agency and employment, and with the permission and consent of the co-Defendants.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims alleged herein. Additionally, the relief requested is within the jurisdiction of this Court.

6. Venue is proper in the County of Los Angeles. Defendant conducts business in the County of Los Angeles and all of Plaintiff's employment was carried out in the County of Los Angeles.

7. All of the claims alleged herein arose in the County of Los Angeles.

8. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of attorney's fees, interest, and costs.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

9. Plaintiff was employed by Defendant Guard-Systems as a Security Officer beginning in or around 2019 and continuing through the time of his separation in or around March 2024. Throughout his employment, Plaintiff was generally considered a full-time, non-exempt employee. Plaintiff and other similarly situated aggrieved employees were seemingly paid weekly.

10. The "Aggrieved Employees" are all current and former California non-exempt employees who worked for Defendant Guard-Systems during the relevant time period pursuant to California *Labor Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

11. It is Plaintiff's position that Defendant Guard-Systems committed the following Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

12. Defendant Guard-Systems violated California *Labor Code* §§ 512 and 226.7 and Industrial Welfare Commission ("IWC") Wage Order No. 4, because it either failed to provide Plaintiff and other similarly situated aggrieved employees a meal period entirely, or it failed to provide Plaintiff and other similarly situated aggrieved employees a meal period that was timely, complete, and/or uninterrupted. Defendant Guard-Systems did not duly compensate Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory meal periods was not Code-compliant.

13. Defendant Guard-Systems also violated California *Labor Code* § 226.7 and IWC Wage Order No. 4 because it failed to duly provide Plaintiff and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. Defendant Guard-Systems did not relieve Plaintiff and other

1 similarly situated aggrieved employees of all their duties during said rest periods, instead directing
2 them to continue working. Defendant Guard-Systems also failed to provide rest periods that were
3 uninterrupted. Defendant Guard-Systems did not pay Plaintiff and other similarly situated
4 aggrieved employees one additional hour of pay at the regular rate of compensation for each
5 workday when one or more statutory rest periods was either not provided or was interrupted. It was
6 not company policy and/or not part of the company culture for employees such as Plaintiff and
7 other similarly situated aggrieved employees to take their daily rest breaks in accordance with the
8 Labor Code. Given the heavy workload and expectation for Plaintiff and other similarly situated
9 aggrieved employees to timely complete their tasks, the culture at Guard-Systems did not lend itself
10 to the employees receiving statutory rest periods at which time they were relieved of all work duties.
11 It was the normal practice and custom of Guard-Systems not to authorize, permit, and/or enforce
12 statutory rest periods. As such, the work environment and culture at Guard-Systems was not
13 conducive to receiving statutory rest breaks under California law.

14 14. As a further result of its alleged failure to provide Plaintiff and other similarly situated
15 aggrieved employees Code-compliant meal periods, Defendant Guard-Systems did not compensate
16 Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they
17 were entitled for work performed and, as such, did not compensate Plaintiff and other similarly
18 situated aggrieved employees for all hours worked at the minimum wage rate pursuant to California
19 *Labor Code* §§ 1194, 1197, and 1197.1.

20 15. Defendant Guard-Systems also violated California *Labor Code* § 510, because it failed to
21 compensate Plaintiff and other similarly situated aggrieved employees overtime compensation,
22 even though they may have worked more than 8 hours per day, 12 hours per day, and/or 40 hours
23 per week. Plaintiff and other similarly situated aggrieved employees' actual work hours entitled
24 them to overtime compensation (daily and/or weekly). However, they were not paid accurately
25 and/or fully for their overtime hours.

1 16. Moreover, incentive and/or bonus payments, if any, were not included in calculating
2 Plaintiff and others' regular rate of pay for purposes of determining their correct overtime rate of
3 pay.

4 17. During the relevant time period, Plaintiff and other similarly situated aggrieved employees
5 also incurred necessary, business-related expenses and costs that were not reimbursed by Defendant
6 Guard-Systems. These costs include, but are not limited to the requirement to use a personal cellular
7 phone for the direct benefit of Defendant Guard-Systems. However, despite requiring Plaintiff and
8 other similarly situated aggrieved employees to incur business-related costs and expenses for its
9 direct benefit, Defendant Guard-Systems did not duly reimburse them. Accordingly, Defendant
10 Guard-Systems was in violation of California *Labor Code* §§ 2800 and 2802.

11 18. Furthermore, during the relevant time period, and as a result of the alleged violations,
12 Defendant Guard-Systems failed to pay Plaintiff and other similarly situated aggrieved employees
13 all wages due to them within any time period specified by California *Labor Code* § 204.

14 19. Defendant Guard-Systems was also in violation of California *Labor Code* § 226(a) as it
15 failed to timely provide and/or include pertinent information on Plaintiff and other similarly situated
16 aggrieved employees' wage statements including, but not limited to the name and address of the
17 legal entity that is the employer, all hours worked (regular and overtime), gross wages earned, net
18 wages earned, all applicable hourly rates, all deductions, premium pay for missed meal and rest
19 periods, and reimbursement for work-related expenses incurred, among other information.

20 20. Defendant Guard-Systems also failed to keep accurate and complete payroll records
21 showing the actual hours worked per day and the wages paid to Plaintiff and other similarly situated
22 aggrieved employees pursuant to California *Labor Code* § 1174(d).

23 21. Defendant Guard-Systems also violated California *Labor Code* §§ 201-203 because it
24 willfully failed to pay to Plaintiff other similarly situated aggrieved employees earned and due
25 wages upon separation of employment, either immediately upon involuntary termination, or within
26 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum
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1 wages, overtime compensation, premium pay for missed meal and rest periods, and reimbursement
2 for any work-related expenses incurred.

3 **I.**

4 **FIRST CAUSE OF ACTION**

5 **Violation of the Private Attorneys General Act (“PAGA”)**

6 **[California *Labor Code* §§ 2698 et seq.]**

7 **Against All Defendants & DOES 1 through 100, Inclusive**

8 22. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
9 Complaint as though duly set forth in full herein.

10 23. On or about August 20, 2024 and November 25, 2024, Plaintiff provided the required
11 written notices to the Labor & Workforce Development Agency (“LWDA”) and Defendant of the
12 specific violations of the California Labor Code that Defendant and DOES 1-100 are alleged to
13 have violated and continue to violate.

14 24. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA
15 within 65 days of the postmark date of the notices to the LWDA.

16 25. Plaintiff therefore exhausted all administrative remedies required of him under California
17 *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and
18 pursue penalties in a representative action for Defendant’s alleged violations of the Labor Code.

19 26. Pursuant to California *Labor Code* § 2699, any provisions of the Labor Code that provides
20 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
21 commissions, boards, agencies, or employees for violation of the code may, as an alternative, be
22 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
23 and other current or former employees pursuant to the procedures specified in Section 2699.3.

24 27. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and
25 had the alleged violations committed against him and is therefore properly suited to represent the
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interests of other current and former employees who worked for Defendant and DOES 1 through 100 in the State of California during the PAGA period.

28. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of Defendant's alleged violations of the California Labor Code, as alleged herein.

29. Plaintiff seeks penalties for Defendant's misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual and/or victim-specific relief under this cause of action.

30. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other Labor Code provisions and Wage Orders violated on the facts alleged in this Complaint.

31. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF JULIO CASTILLO prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For the imposition of civil penalties against Defendants;
2. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;
3. For all costs and disbursements incurred in this suit;

1 4. For reasonable attorney's fees against Defendants where available by law, including but not
2 limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil*
3 *Procedure* § 1021.5, and/or other applicable laws; and

4 5. For such other and further relief as this Court may deem proper.
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6 Dated: February 4, 2025

SEZGIN KHOUSADIAN LLP

7 By: Arthur Sezgin
8 ARTHUR SEZGIN, ESQ.
9 Attorneys for PLAINTIFF
JULIO CASTILLO
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