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FILED
 Superior Court of California
 County of Los Angeles

11/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MELISSA BEARDSLEE-COPE,
 individually and on behalf of others similarly
 situated, and on behalf of other aggrieved
 employees pursuant to the Private Attorneys
 General Act,

Plaintiff,

VS.

SKYLINE SECURITY MANAGEMENT,
 INC., a California Corporation; SKYLINE
 SOLAR, LLC, a Nevada Corporation; and
 DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 24STCV20151

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.
- (10) Violation of Cal. Labor Code § 2699 (Private Attorneys General Act)

DEMAND FOR TRIAL BY JURY

1 Plaintiff Melissa Beardslee-Cope (“Plaintiff”), individually and on behalf of other
2 members of the general public similarly situated, and on behalf of other aggrieved employees
3 pursuant to the Private Attorneys General Act, based upon facts that either have evidentiary
4 support or are likely to have evidentiary support after a reasonable opportunity for further
5 investigation and discovery, alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff brings this action against Defendant Skyline Security Management, Inc.,
8 Defendant Skyline Solar, LLC, and Does 1 through 50, for California Labor Code violations,
9 unfair business practices, and civil penalties stemming from Defendants’ misclassification, failure
10 to pay overtime compensation, failure to provide meal periods, failure to authorize and permit
11 rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate
12 wage statements, failure to maintain accurate time and payroll records, and failure to reimburse
13 necessary business-related expenses.

14 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
15 behalf of herself and similarly situated current and former employees of Defendants (hereinafter
16 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
17 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 3. Plaintiff’s Tenth Cause of Action is brought as a representative action on behalf
21 of herself and certain other current and former individuals who performed work for Defendant
22 Skyline Security Management, Inc. as employees in California during the statutory period
23 (hereinafter collective referred to as the “Aggrieved Employees”) pursuant to California Labor
24 Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the
25 alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal
26 jurisdictional limits of the Superior Court and will be established according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”

except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

PARTIES

7. Plaintiff Melissa Beardslee-Cope is an individual residing in the County of Orange, State of California.

8. Defendant Skyline Security Management, Inc. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California. According to the California Secretary of State, Defendant Skyline Security Management, Inc.'s (i) principal place of business is 10642 Downey Avenue, Suite 205, Downey, California 90241, (ii) sole officer (i.e. Chief Executive Officer, Chief Financial Officer, and Secretary) is Edwin Arroyave, (iii) sole director is Edwin Arroyave.

9. Defendant Skyline Solar, LLC is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of Nevada, and registered to do business in the state of California. According to the California Secretary of State, Defendant Skyline Solar, LLC's (i) principal place of business is 10642 Downey Avenue, Suite 205, Downey, California 90241, (ii) sole member is Edwin Arroyave, (iii) Chief Executive Officer is Edwin Arroyave.

10. Upon information and belief, Plaintiff alleges that Defendant Skyline Solar, LLC and Defendant Skyline Security Management have common owners (Edwin Arroyave), common officers and/or directors, a common principal place of business, and have other commonalities

1 such that there are therefore jointly liable under either the joint employer or single enterprise
2 theories of liability.

3 11. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
4 and therefore sues these defendants by such fictitious names. The Doe defendants may be
5 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
6 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
7 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
8 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
9 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
10 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
11 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
12 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
13 were proximately caused by its conduct. Defendant Skyline Security Management, Inc.,
14 Defendant Skyline Solar, LLC, and DOE Defendants 1 through 50 are collectively referred to
15 herein as "Defendant" or "Defendants."

16 12. Defendants are, at all times herein mentioned, were (a) conducting business in the
17 County of , State of California, and (b) the employer of Plaintiff consistent with the California
18 Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

19 13. Plaintiff further alleges that Defendants, directly or indirectly controlled or
20 affected the working conditions, wages, working hours, and conditions of employment of Plaintiff
21 and the Class so as to make each of said Defendant employers and employers jointly liable under
22 the statutory provisions set forth herein.

23 14. Plaintiff further alleges that Defendants, directly or indirectly controlled or
24 affected the working conditions, wages, working hours, and conditions of employment of
25 Plaintiff, the Class and the Aggrieved Employees so as to make each of said Defendants
26 employers and employers jointly liable under the statutory provisions set forth herein.

27 **CLASS ACTION ALLEGATIONS**

28 15. Plaintiff brings the First through Ninth Causes of Action as a class action on her

own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

16. The proposed class is defined as follows: All individuals who have performed work for Defendants within the State of California while classified as an independent contractor, “Affiliate,” or “Rep” of Defendants at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the “Class” or “Class Members.”).

17. Plaintiff reserves the right to establish other subclasses as appropriate.

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

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

b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff’s attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys’ fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and

efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;

- 1 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
2 Members for all hours worked;
- 3 h. Whether Defendants failed to pay Plaintiff and the other Class Members the
4 required minimum wage pursuant to California law;
- 5 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper
6 overtime compensation pursuant to California law;
- 7 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
8 Members within the time required upon their discharge or resignation from
9 employment;
- 10 k. Whether Defendants failed to reimburse Plaintiff and the other Class Members
11 for all necessary business-related expenses and costs in violation of California
12 Labor Code section 2802;
- 13 l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
14 Class Members during their employment;
- 15 m. Whether Defendants complied with wage reporting as required by the California
16 Labor Code, including section 226;
- 17 n. Whether Defendants' conduct was with malice, fraud or oppression;
- 18 o. Whether Defendants' conduct was willful or reckless;
- 19 p. Whether Defendants engaged in unfair business practices in violation of
20 California Business & Professions Code section 17200, *et seq.* based on their
21 improper withholding of compensation and deduction of wages;
- 22 q. Whether Defendants misclassified its hourly, non-exempt employees as
23 independent contractors;
- 24 r. The appropriate amount of damages, restitution, and/or monetary penalties
25 resulting from Defendants' violation of California law; and
- 26 s. Whether Plaintiff and the other Class Members are entitled to compensatory
27 damages pursuant to the California Labor Code.

28 //

PAGA ALLEGATIONS

20. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant Skyline Security Management, Inc.

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

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

23. Plaintiff was employed by Defendant Skyline Security Management, Inc. and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendant Skyline Security Management, Inc., and one or more of the alleged violations were committed against them.

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

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

b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the

Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

25. On August 12, 2024, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant Skyline Security Management, Inc. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

26. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant Skyline Security Management, Inc., in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

27. Defendants provide services and products relating to home automation, security systems, monitoring, service and installation in residential and commercial locations, and solar installation.

28. Defendant Skyline Security Management Inc. employed Plaintiff to work as a security systems seller from approximately December 12, 2019 to April of 2024.

29. Defendant Skyline Solar, LLC employed Plaintiff to sell solar to customers from approximately May 2021 through the first half of 2023.

30. On December 12, 2019, Defendant Skyline Security Management, Inc. had Plaintiff sign an "Affiliate Agreement." The "Affiliate Agreement," drafted and prepared by Defendant Skyline Security Management, Inc., stated that Plaintiff would be an "independent business/proprietor" and that Plaintiff "shall solicit orders for and promote the sale of the Services offered by the Company to consumers and clients." The "Affiliate Agreement" also stated that

1 Plaintiff was “not an employee of the company [Defendant].” In exchange for selling the services
2 offered by Defendant Skyline Security Management, Inc., Defendant Skyline Security
3 Management, Inc. paid Plaintiff compensation via “commission only following payment to
4 [Defendant] on all sales made by [Plaintiff] of the Services to consumers...” and “sales to
5 consumers’ shall mean any and all orders for the Services of [Defendant] placed by consumers or
6 customers.”

7 31. On May 6, 2021, Defendant Skyline Solar, LLC had Plaintiff sign an “Affiliate
8 Agreement” that is substantially similar to the one which she filled out with Defendant Skyline
9 Security Management, Inc.

10 32. During the relevant times set forth herein, Defendants employed Plaintiff, the
11 Class, and the Aggrieved Employees as non-exempt and/or exempt workers who were
12 misclassified as and treated as independent contractors despite the fact that they did not qualify
13 as independent contractors under California law.

14 33. Throughout the time period involved in this case, Defendants had the authority to
15 hire and terminate Plaintiff and the Class; to directly or indirectly control work rules, working
16 conditions, wages, working hours, and conditions of employment of Plaintiff and the Class; and
17 to hire and terminate the employment of Plaintiff and the Class. Pursuant to the Affiliate
18 Agreement, Defendants had the right to terminate Plaintiff and the Class because of “failure of
19 performance by Affiliate,” “use of illegal drugs or abuse of alcohol by Affiliate,” “neglect or
20 abandonment by Affiliate,” or “any conduct which brings Company or any of its related entities
21 into public disgrace.” In other words, Defendants had the ability to terminate Plaintiff and the
22 Class at their discretion.

23 34. Defendants also exercised control and direction of Plaintiff and the Class.
24 Defendants’ Affiliate Agreement unlawfully and unreasonably prohibited Plaintiff, the Class, and
25 the Aggrieved Employees Members from disparaging Defendants for a period of three years *after*
26 the expiration of the agreement, required Plaintiff, the Class, and the Aggrieved Employees
27 Members to provide and pay for reasonable and necessary business expenses, such as a cellular
28 phone and “requisite insurances and policies,” and other unreasonable, unlawful, and

unenforceable provisions that show the company exercised control and direction of Plaintiff.

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

36. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their non-exempt and/or exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, misclassifying its workers as independent contractors despite the fact that they performed duties within the usual course of Defendants' business and otherwise did not qualify as independent contractors, regularly requiring Plaintiff and the class to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff and the Class from accurately recording the actual time that they worked, resulting in a failure to pay Plaintiff and the Class all wages owed. In addition, Defendants routinely failed to permit Plaintiff and the Class to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse Plaintiff and the Class for all necessary business-related expenses.

37. Throughout the time period involved in this case, Defendants implemented policies and/or practices which failed to provide Plaintiff and the Class with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff and the Class of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and the Class during their meal periods, regularly failed to permit Plaintiff and the Class a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff and the Class from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff and the Class.

38. Throughout the time period involved in this case, Defendants did not adequately inform Plaintiff and the Class of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and

1 timing of meal periods for Plaintiff and the Class. Instead, Defendants' actual policy and practice
2 was to schedule Plaintiff and the Class in a way that prohibited them from taking timely and duty-
3 free meal periods, and to require Plaintiff and the Class to work through their meal periods, for
4 which they were not compensated.

5 39. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
6 and the Class premium wages for meal periods that were missed, late, interrupted, or shortened
7 in violation of California law. Defendants knew or should have known that Plaintiff and the Class
8 were entitled to receive all meal periods or payment of one additional hour of pay at their regular
9 rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this
10 knowledge, Defendants routinely failed to provide legally compliant meal periods to Plaintiff and
11 the Class, and routinely failed to pay one additional hour of pay to Plaintiff and the Class at their
12 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

13 40. Throughout the time period involved in this case, Defendants have implemented
14 policies and practices which prohibited Plaintiff and the Class from taking timely and duty-free
15 rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and the Class
16 to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to
17 six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to
18 ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
19 breaks in the middle of each work period.

20 41. Throughout the time period involved in this case, Defendants did not adequately
21 inform Plaintiff and the Class of their right to take rest periods under California law. Moreover,
22 Defendants systematically disregarded their own written policies regarding the provision and
23 timing of rest periods for Plaintiff and the Class. Instead, Defendants' actual policy and practice
24 was to schedule Plaintiff and the Class in a way that regularly prohibited them from taking timely
25 and duty-free rest periods, and to regularly require Plaintiff and the Class to work through their
26 rest periods.

27 42. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
28 and the Class premium wages for rest periods that were missed, late, interrupted, or shortened in

1 violation of California law. Defendants knew or should have known that Plaintiff and the Class
2 were entitled to receive all rest periods or payment of one additional hour of pay at their regular
3 rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
4 knowledge, Defendants routinely failed to authorize and permit Plaintiff and the Class to take
5 duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and the Class at
6 their regular rate of pay when a rest period was missed, short, late and/or interrupted.

7 43. Throughout the time period involved in this case, Defendants regularly required
8 Plaintiff and the Class to perform work off the clock. Although Defendants prohibited overtime,
9 Defendants still regularly required that Plaintiff and the Class complete all of their assigned
10 duties. To do so, Plaintiff and the Class were regularly required to perform work off the clock for
11 which they were not compensated.

12 44. Throughout the time period involved in this case, Defendants implemented
13 policies that prohibited Plaintiff and the Class from accurately recording the actual time worked,
14 resulting in a failure to pay Plaintiff and the Class all wages owed.

15 45. Throughout the time period involved in this case, Plaintiff and the Class worked
16 more than eight (8) hours in a day, and/or forty (40) hours in a week.

17 46. Throughout the time period involved in this case, Defendants regularly failed to
18 pay all overtime compensation owed to Plaintiff and the Class when they worked in excess of
19 eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of
20 twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants
21 knew or should have known that Plaintiff and the Class were entitled to receive certain wages for
22 overtime compensation and that they were not receiving wages for overtime compensation.

23 47. Throughout the time period involved in this case, Defendants failed to pay
24 overtime to Plaintiff and the Class for all overtime hours worked based on regular rates of pay
25 correctly calculated to include all applicable remuneration.

26 48. Throughout the time period involved in this case, Defendants regularly failed to
27 pay Plaintiff and the Class at least minimum wages for all hours worked. Defendants knew or
28 should have known that Plaintiff and the Class were entitled to receive at least minimum wages

1 for all hours worked and that they were not receiving at least minimum wages for all hours
2 worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff
3 and the Class at the required minimum wage pursuant to California law.

4 49. Throughout the time period involved in this case, Defendants regularly failed to
5 pay Plaintiff and the Class all wages owed to them upon discharge or resignation. Defendants
6 knew or should have known that Plaintiff and the Class were entitled to receive all wages owed
7 to them upon termination within the time permissible under California Labor Code section 202.
8 Plaintiff and the Class did not receive payment of all final wages owed to them upon discharge
9 or resignation, including overtime compensation and minimum wages within any time
10 permissible under California Labor Code section 202.

11 50. Throughout the time period involved in this case, Defendants regularly failed to
12 pay Plaintiff and the Class all wages within any time permissible under California law, including,
13 *inter alia*, California Labor Code section 204. Defendants knew or should have known that
14 Plaintiff and the Class were entitled to receive all wages owed to them during their employment.
15 Plaintiff and the Class did not receive payment of all wages, including overtime compensation,
16 minimum wages, and meal and rest period premiums.

17 51. Throughout the time period involved in this case, Defendants regularly failed to
18 provide complete or accurate wage statements to Plaintiff and the Class. Defendants knew or
19 should have known that Plaintiff and the Class were entitled to receive complete and accurate
20 wage statements in accordance with California law, but, in fact, they did not receive complete and
21 accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to
22 include the total number of hours worked, the actual gross wages earned, the correct rates of pay,
23 and the address of the legal entity of the employer.

24 52. Throughout the time period involved in this case, Defendants regularly failed to
25 keep complete or accurate payroll records for Plaintiff and the Class. Defendants knew or should
26 have known that Defendants were required to keep complete and accurate payroll records for
27 Plaintiff and the Class in accordance with California law, but, in fact, did not keep complete and
28 accurate payroll records.

1 53. Throughout the time period involved in this case, Defendants regularly failed to
2 maintain accurate records relating to Plaintiff's and the Class' work periods, meal periods, total
3 daily hours, hours per pay period, and applicable pay rates.

4 54. Throughout the time period involved in this case, Defendants failed to reimburse
5 Plaintiff and the Class for all necessary business-related expenses, including but not limited to
6 telephone and computer equipment expenses. Defendants knew or should have known that
7 Defendants were required to reimburse Plaintiff and the Class for all necessary business-related
8 expenses and costs, but, in fact, failed to do so in violation of California law.

9 55. Throughout the time period involved in this case, Defendants knew or should have
10 known that they had a duty to compensate Plaintiff and the Class pursuant to California law.
11 Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
12 intentionally failed to do so, and falsely represented to Plaintiff and the Class that they paid all
13 wages owed to them, all in order to increase Defendants' profits.

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

17 **FIRST CAUSE OF ACTION**

18 **(Violation of Cal. Labor Code §§ 510 and 1198)**

19 **(Against All Defendants)**

20 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 58. California Labor Code section 1198 and the applicable Industrial Welfare
23 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
24 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
25 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

26 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
27 were required to pay Plaintiff and the other Class Members employed by Defendants, and working
28 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of

1 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
2 (40) hours in a workweek.

3 60. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
5 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
6 in excess of eight (8) hours on the seventh day of work in a workweek.

7 61. California Labor Code section 510 codifies the right to overtime compensation at
8 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
9 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
10 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
11 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

12 62. During the relevant time period, Plaintiff and the other Class Members regularly
13 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

14 63. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiff and the other Class Members.

16 64. Defendants' failure to pay Plaintiff and the other Class Members the unpaid
17 balance of overtime compensation, as required by California laws, violates the provisions of
18 California Labor Code sections 510 and 1198, and is therefore unlawful.

19 65. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
20 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
21 attorneys' fees.

22 **SECOND CAUSE OF ACTION**

23 **(Violation of Cal. Labor Code §§ 226.7 and 512(a))**

24 **(Against All Defendants)**

25 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
26 every allegation set forth above.

27 67. At all relevant times, the relevant IWC Order and California Labor Code sections
28 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by

1 Defendants.

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

5 69. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) provide that an employer may not require, cause or permit an employee to work
7 for a work period of more than five (5) hours per day without providing the employee with a meal
8 period of not less than thirty (30) minutes, except that if the total work period per day of the
9 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
10 both the employer and employee.

11 70. At all relevant times, California Labor Code section 512(a) further provides that
12 an employer may not require, cause or permit an employee to work for a work period of more
13 than ten (10) hours per day without providing the employee with a second uninterrupted meal
14 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
15 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
16 the employee only if the first meal period was not waived.

17 71. During the relevant time period, Plaintiff and the other Class Members who were
18 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
19 legally-mandated meal periods by mutual consent, were required to work for periods longer than
20 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

21 72. During the relevant time period, Plaintiff and the other Class Members who were
22 scheduled to work for a period of time in excess of ten (10) hours were required to work for
23 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
24 thirty (30) minutes.

25 73. During the relevant time period, Defendants intentionally and willfully required
26 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
27 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
28 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

1 period per each four (4) hour period worked.

2 82. During the relevant time period, Defendants willfully required Plaintiff and the
3 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
4 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
5 Members to take uninterrupted, duty-free rest breaks.

6 83. During the relevant time period, Defendants failed to pay Plaintiff and the other
7 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
8 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
9 other Class Members from taking uninterrupted rest periods.

10 84. Defendants' conduct violates applicable IWC Wage Orders and California Labor
11 Code section 226.7.

12 85. Pursuant to the applicable IWC Wage Orders and California Labor Code section
13 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
14 additional hour of pay at the employees' regular hourly rate of compensation for each work day
15 that the rest period was not provided.

16 **FOURTH CAUSE OF ACTION**

17 **(Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1)**

18 **(Against All Defendants)**

19 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
20 every allegation set forth above.

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

24 88. During the relevant time period, Defendants regularly failed to pay minimum wage
25 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
26 1194, 1197, and 1197.1.

27 89. Defendants' failure to pay Plaintiff and the other Class Members the minimum
28 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to

1 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
2 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
3 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

4 90. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
5 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
6 unpaid and interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Violation of Cal. Labor Code §§ 201, 202, and 203)**

9 **(Against All Defendants)**

10 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
11 every allegation set forth above.

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

18 93. During the relevant time period, the employment of Plaintiff and many other Class
19 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
20 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
21 employed by Defendants all of their wages, earned and unpaid, including but not limited to
22 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
23 leaving Defendants' employ.

24 94. Defendants' failure to pay Plaintiff and other Class Members who are no longer
25 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
26 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

27 95. California Labor Code section 203 provides that if an employer willfully fails to
28 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 96. Plaintiff and other Class Members who are no longer employed by Defendants are
4 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
5 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of Cal. Labor Code §§ 204 and 210)**

8 **(Against All Defendants)**

9 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
10 every allegation set forth above

11 98. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
13 calendar month, other than those wages due upon termination of an employee, are due and payable
14 between the 16th and 26th day of the month during which the labor was performed.

15 99. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned by any person in any employment between the 16th and the last day, inclusive, of
17 any calendar month, other than those wages due upon termination of an employee, are due and
18 payable between the 1st and the 10th day of the following month.

19 100. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned for labor in excess of the normal work period shall be paid no later than the payday
21 for the next regular payroll period.

22 101. During the relevant time period, Defendants intentionally and willfully failed to
23 pay Plaintiff and other Class Members all wages due to them, within any time period permissible
24 under California Labor Code section 204.

25 102. Plaintiff and other Class Members are entitled to recover all available remedies for
26 Defendant's violations of California Labor Code section 204, including statutory penalties
27 pursuant to Labor Code section 210(b).

28 //

1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of Cal. Labor Code § 226(a))**

3 **(Against Defendant Skyline Security Management, Inc. only)**

4 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

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

19 105. Defendant Skyline Security Management, Inc. has intentionally and willfully
20 failed to provide Plaintiff and the Class with complete and accurate wage statements. The
21 deficiencies include, but are not limited to, the failure list the total number of hours worked, the
22 actual gross wages earned, the correct rates of pay, and the address of the legal entity of the
23 employer. Moreover, wage statements provided by Defendant Skyline Security Management, Inc.
24 incorrectly informed Plaintiff and the Class that they were independent contractors despite the
25 fact that they performed work in the ordinary course of Defendant Skyline Security Management,
26 Inc.'s business and were actually Defendant Skyline Security Management, Inc.'s employees.

27 106. Because of Defendant Skyline Security Management, Inc.'s violation of California
28 Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their

1 statutorily-protected rights.

2 107. More specifically, Plaintiff and the Class have been injured by Defendant Skyline
3 Security Management, Inc.'s intentional and willful violation of California Labor Code section
4 226(a) because they were denied both their legal right to receive, and their protected interest in
5 receiving, accurate and itemized wage statements pursuant to California Labor Code section
6 226(a).

7 108. Plaintiff and the Class are entitled to recover from Defendant Skyline Security
8 Management, Inc. the greater of their actual damages caused by their failure to comply with
9 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars
10 per employee.

11 109. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
12 with this section, pursuant to California Labor Code section 226(g).

13 **EIGHTH CAUSE OF ACTION**

14 **(Violation of Cal. Labor Code §§ 2800 and 2802)**

15 **(Against All Defendants)**

16 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
17 every allegation set forth above.

18 111. Pursuant to California Labor Code sections 2800 and 2802, an employer must
19 reimburse its employee for all necessary expenditures incurred by the employee in direct
20 consequence of the discharge of his or her job duties or in direct consequence of his or her job
21 duties or in direct consequence of his or her obedience to the directions of the employer.

22 112. Plaintiff and the Class incurred necessary business-related expenses and costs that
23 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
24 business-related expenses and costs included their failure to reimburse Plaintiff and the Class for
25 costs incurred as a result of, including but not limited to, simple negligence.

26 113. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
27 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
28 recover from Defendants their business-related expenses and costs incurred during the course and

scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, et seq.)

(Against All Defendants)

114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

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

117. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and 204.

118. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

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

120. Plaintiff and the Class have been personally injured by Defendants' unlawful

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

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

8 **TENTH CAUSE OF ACTION**

9 **Violation of California Labor Code § 2699, Et Seq. ("Private Attorneys General Act")**

10 **(Against Defendant Skyline Security Management, Inc. Only)**

11 122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

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

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

22 125. Plaintiff and the other hourly-paid or non-exempt employees or individuals who
23 performed work for Defendant Skyline Security Management, Inc. during the statutory period are
24 "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all
25 current or former employees of Defendant Skyline Security Management, Inc., and one or more
26 of the alleged violations was committed against them. As set forth in detail above, during all times
27 relevant to this Action, Defendant Skyline Security Management, Inc. has routinely subjected
28 Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

1 **Failure to Pay Overtime**

2 126. Defendant Skyline Security Management, Inc.'s failure to pay legally required
3 overtime wages to Plaintiff and the other Aggrieved Employees is in violation of the Wage Orders
4 and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and
5 1198.

6 **Failure to Provide Meal Periods**

7 127. Defendant Skyline Security Management, Inc.'s failure to provide legally required
8 meal periods to Plaintiff and the other Aggrieved Employees is in violation of the Wage Orders
9 and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7
10 and 512(a).

11 **Failure to Provide Rest Periods**

12 128. Defendant Skyline Security Management, Inc.'s failure to provide legally required
13 rest periods to Plaintiff and the other Aggrieved Employees is in violation of the Wage Orders
14 and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

15 **Failure to Pay Minimum Wages**

16 129. Defendant Skyline Security Management, Inc.'s failure to pay legally required
17 minimum wages to Plaintiff and the other Aggrieved Employees is in violation of the Wage
18 Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections
19 1194, 1197 and 1197.1.

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

21 130. Defendant Skyline Security Management, Inc.'s failure to timely pay wages to
22 Plaintiff and the other Aggrieved Employees upon termination in accordance with Labor Code
23 sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor
24 Code sections 201 and 202.

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

26 131. Defendant Skyline Security Management, Inc.'s failure to timely pay wages to
27 Plaintiff and the other Aggrieved Employees during employment in accordance with Labor Code
28 section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code

section 204.

Failure to Provide Complete and Accurate Wage Statements

132. Defendant Skyline Security Management, Inc.'s failure to provide complete and accurate wage statements to Plaintiff and the other Aggrieved Employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

133. Defendant Skyline Security Management, Inc.'s failure to keep complete and accurate payroll records relating to Plaintiff and the other Aggrieved Employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

134. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all Aggrieved Employees, requests and is entitled to recover from Defendant Skyline Security Management, Inc., and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendant Skyline Security Management, Inc., and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each subsequent violation; and
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per

1 pay period for the initial violation, and two hundred dollars (\$200) for each
2 aggrieved employee per pay period for each subsequent violation; and

3 d. Any and all additional penalties and sums as provided by the California Labor
4 Code and/or other statutes.

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

10 136. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
11 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
12 statute.

13 137. Plaintiff has exhausted her administrative remedies pursuant to Labor Code
14 section 2699.3. On August 12, 2024, Plaintiff, through her counsel of record, by online filing with
15 the Labor and Workforce Development Agency ("LWDA") and by certified mail to the
16 Defendant, notified Defendant and the LWDA of the specific provisions of the Labor Code and
17 IWC Wage Orders that Defendant Skyline Security Management, Inc. has violated, including the
18 facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil
19 penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code section 2699.3.
20 As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing
21 of Plaintiff's August 12, 2024 notice, and the Labor and Workforce Development Agency has not
22 indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff
23 may commence a civil action to recover penalties for himself and other Aggrieved Employees
24 pursuant to Labor Code section 2699.3.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
27 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
28 as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;
11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;
13. For premium wages pursuant to California Labor Code section 226.7;

California Labor Code section 1194(a);

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

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

As to the Fifth Cause of Action

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

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

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

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

As to the Sixth Cause of Action

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

36. For statutory penalties pursuant to California Labor Code section 210;

37. For such other and further relief as the Court deems just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendant Skyline Security Management, Inc. violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

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

40. For statutory penalties pursuant to California Labor Code section 226(e); and

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

48. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

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

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

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

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

As to the Tenth Cause of Action

53. For civil penalties and wages as permitted by law pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802; and

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

Dated: November 25, 2024

DOMB & RAUCHWERGER, LLP

By:



ZACK I. DOMB
DEVIN E. RAUCHWERGER
DAVID A. VENTURA
Attorneys for Plaintiff
Melissa Beardslee-Cope

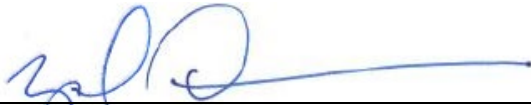
1 **DEMAND FOR TRIAL BY JURY**

2 Plaintiff demands a trial by jury as to all causes of action triable by a jury.

3
4 Dated: November 25, 2024

DOMB & RAUCHWERGER, LLP

5
6 By:



7 ZACK I. DOMB
8 DEVIN E. RAUCHWERGER
9 Attorneys for Plaintiff
10 Melissa Beardslee-Cope
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**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is brenda@dombrauchwerger.com.

On November 25, 2024, I served the foregoing document(s) entitled:

• FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Debra Ellwood Meppen, Esq.
Matthew Theriault, Esq.
Daniela Theriault, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Email: dmeppen@grsm.com
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Email: dglucksman@grsm.com

Attorneys for Defendant,
Skyline Security Management, Inc.

- ☐ **[by MAIL]** - 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 the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.
- ☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.
- ☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

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

Executed November 25, 2024, at Sacramento County, California.

Brenda Camargo

Print Name

By:

Brenda Camargo

Signature