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As a Private Attorney General on Behalf of the State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

Matthew Arnold, as a Private Attorney
General on behalf of the State of California,

Plaintiff,

vs.

G2 Secure Staff LLC; and Does 1-20,
inclusive,

Defendants.

Case No.: **24CV097104**

REPRESENTATIVE ACTION COMPLAINT
FOR:

VIOLATION OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (CAL. LABOR CODE §§ 2698,
ET SEQ.)

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
10/23/2024 at 04:41:50 PM
By: Milagros Cortez,
Deputy Clerk

1 Plaintiff Matthew Arnold, as a Private Attorney General on behalf of the State of
2 California, hereby alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff brings this representative action against Defendant G2 Secure Staff LLC
5 (“Defendant G2”), and Does 1 through 20, inclusive (collectively, “Defendants”), solely in his
6 representative capacity as a Private Attorney General on behalf of the State of California.
7 Plaintiff seeks to recover civil penalties for all California-based aggrieved employees during the
8 “Relevant Time Period” (defined as one year and sixty-five days before the filing of this action
9 until the date of commencement of trial) who incurred wage and hour violations and losses as
10 hereinafter described.

11 2. Defendant G2 is a Texas corporation headquartered in Irving, Texas with
12 operations in 9 airports in California and more than 88 airports across the United States.
13 Defendant G2 is a service provider for most major U.S. airlines, supplying aviation personnel to
14 fill a range of roles in baggage service, ticketing, busing, ground handling, ramp services, aircraft
15 cleaning, vehicle maintenance, and passenger assistance, amongst other services.

16 3. On August 28, 2024, Plaintiff gave notice of these claims to the California Labor
17 and Workforce Development Agency (“LWDA”) and to the agent for service of process for each
18 Defendant. Plaintiff has not received a response from the LWDA indicating that it intends to
19 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the
20 PAGA. Plaintiff asserts claims for civil penalties as a representative of the State of California, as
21 authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent permitted
22 by law, on behalf of aggrieved employees who held the positions identified herein and suffered
23 one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

24 4. This PAGA action does not assert any individual PAGA claim.

25 5. Plaintiff is not pursuing an individual PAGA claim and hereby expressly waives
26 any recovery for his individual PAGA claim.

1 6. Through this action, Plaintiff alleges that Defendants have engaged in a
2 systematic pattern of wage and hour violations under the California Labor Code and IWC Wage
3 Orders.

4 7. Plaintiff is informed and believes, and thereon alleges, during the Relevant Time
5 Period, Defendants had a consistent policy of violating state wage and hour laws by, among other
6 things:

- 7 (a) Failing to pay all wages for all hours worked, including minimum, regular, and
8 overtime wages;
- 9 (b) Failing to provide legally compliant off-duty meal periods or compensation in
10 lieu thereof;
- 11 (c) Failing to provide legally compliant duty-free rest breaks or provide
12 compensation in lieu thereof;
- 13 (d) Failing to indemnify all reasonable and necessary business expenses;
- 14 (e) Failing to provide accurate, itemized wage statements;
- 15 (f) Failing to pay all wages due upon termination or separation of employment; and
- 16 (g) Failing to timely produce all personnel records.

17 8. Plaintiff brings this representative action seeking monetary relief against
18 Defendants on behalf of the aggrieved employees to recover, among other things, penalties,
19 attorney's fees, costs and expenses pursuant to the PAGA.

20 **JURISDICTION AND VENUE**

21 9. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits
22 of the Superior Court and will be established according to proof at trial.

23 10. The Superior Court has jurisdiction over this action pursuant to the California
24 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes,
25 except those given by statutes to other courts. The statutes under which this action is brought do
26 not specify any other basis for jurisdiction.

27 11. The Superior Court has jurisdiction over all Defendants because, upon
28 information and belief, they are citizens of California, have sufficient minimum contacts in

1 California, or otherwise intentionally avail themselves of the California market so as to render
2 the exercise of jurisdiction over them by the California courts consistent with traditional notions
3 of fair play and substantial justice.

4 12. Venue is proper in the Superior Court because, upon information and belief,
5 Defendants reside, transact business, or have offices in this county, and the acts and omissions
6 alleged herein took place in this county.

7 **THE PARTIES**

8 13. Plaintiff is a citizen of California and was employed by Defendants in California
9 during the Relevant Time Period as alleged herein.

10 14. Plaintiff is informed and believes, and thereon alleges, that Defendants were and
11 are a corporation doing business throughout the State of California, and at all times hereinafter
12 mentioned, were and are an employer as defined in and subject to the California Labor Code and
13 Industrial Welfare Commission ("IWC") Wage Orders, whose employees are and were engaged
14 throughout this county and the State of California.

15 15. Plaintiff is unaware of the true names or capacities of the defendants sued herein
16 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
17 Complaint and serve such fictitiously named defendants once their names and capacities become
18 known.

19 16. Plaintiff is informed and believes and thereon alleges, that DOES 1 through 20
20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
21 all relevant times.

22 17. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
23 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
24 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
25 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
26 official policy of Defendants.

1 18. Plaintiff is informed and believes and thereon alleges, that each of the Defendants
2 is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
3 occurrences, and transactions alleged herein.

4 **GENERAL ALLEGATIONS**

5 19. At all relevant times mentioned herein, Defendants employed Plaintiff and other
6 persons as non-exempt employees.

7 20. Defendants employed Plaintiff during the Relevant Time Period in a non-exempt
8 position.

9 21. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
10 herein, Defendants were advised by skilled lawyers, employees, and other professionals who
11 were knowledgeable about California's wage and hour laws, employment and personnel
12 practices, and the requirements of California law.

13 22. Through this action, Plaintiff alleges Defendants have engaged in a systematic
14 pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

15 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and aggrieved employees were entitled to receive wages for all
17 hours worked and that they were not receiving all wages earned for work that was required to be
18 performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved
19 employees were not paid wages (including minimum wages and overtime wages) when
20 Defendants required Plaintiff and aggrieved employees to work off-the-clock. For example,
21 Plaintiff regularly worked through his unpaid meal break, including by spending his meal break
22 traveling to different locations within the airport at Defendants' direction and remaining on-duty
23 through his unpaid meal break in areas that required supervision because Defendants failed to
24 relieve him of his duties.

25 24. Plaintiff is informed and believes, and thereon alleges, Defendants failed to
26 provide Plaintiff and aggrieved employees timely, uninterrupted, off-duty meal periods of no
27 less than thirty minutes for each period of five hours worked. Plaintiff and aggrieved employees
28 would also often be required to work through meal periods, would be otherwise interrupted

1 during their meal period, or would take late meal periods without being paid meal period
2 premiums at the regular rate in lieu. These policies, among others, have resulted in a denial of
3 these employees' rights to 30-minute meal periods in violation of California law.

4 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and aggrieved employees were entitled to receive all required
6 meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
7 regular rate of pay when they did not receive a timely meal period. In violation of the Labor
8 Code and IWC Wage Orders, Plaintiff and aggrieved employees did not receive all timely meal
9 periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
10 regular rate of pay when they did not receive a timely, uninterrupted meal periods.

11 26. Upon information and belief, Defendants failed to provide Plaintiff and aggrieved
12 employees timely, uninterrupted, on-the-clock rest periods of no less than ten minutes for every
13 four hours worked, or every major fraction thereof. Defendants also routinely failed to provide
14 Plaintiff and aggrieved employees with a second rest period for shifts lasting longer than six
15 hours, or a third rest period for shifts lasting longer than ten hours. These policies, among others,
16 have resulted in a denial of these aggrieved employees' rights to a ten-minute rest period in
17 violation of California law.

18 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and aggrieved employees were entitled to receive all rest breaks
20 or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees' regular rate
21 of pay when a rest break was missed. In violation of the Labor Code and IWC Wage Orders,
22 Plaintiff and aggrieved employees did not receive all rest breaks or payment of one (1) additional
23 hour of pay at Plaintiff and aggrieved employees' regular rate of pay when a rest break was
24 missed.

25 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that the aggrieved employees were entitled to reimbursement for necessary
27 expenditures incurred in connection with the performance and execution of their job duties. In
28 violation of the California Labor Code, the aggrieved employees did not receive adequate

1 reimbursement for necessary business expenses, including but not limited to reimbursement for
2 use of their personal cell phones and personal automobiles.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and aggrieved employees were entitled to receive itemized
5 wage statements that accurately showed their gross and net wages earned, inclusive dates of pay
6 periods, total hours worked, and all applicable hourly rates in effect and the number of hours
7 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
8 Plaintiff and aggrieved employees were not provided with accurate itemized wage statements.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and aggrieved employees who separated from Defendants were
11 entitled to timely payment of wages upon separation of employment. In violation of the
12 California Labor Code, Plaintiff and aggrieved employees did not receive payment of all wages
13 including, but not limited to, meal period premiums, regular, minimum, and overtime wages,
14 and paid leave within the required time during their employment and upon separation of their
15 employment.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff is entitled to receive a copy of his personnel records within 21
18 days of requesting to receive such records. In violation of the California Labor Code, Defendant
19 did not timely provide Plaintiff with his personnel file upon Plaintiff's request. Furthermore,
20 Defendants failed to produce any of Plaintiff's time records whatsoever.

21 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
23 Defendants had the financial ability to pay such compensation but willfully, knowingly and
24 intentionally failed to do so all in order to increase Defendants' profits.

25 **FIRST CAUSE OF ACTION**

26 **ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. ("PAGA")**

27 33. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

1 34. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
3 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for
4 violation of the code may, as an alternative, be recovered through a civil action brought by an
5 aggrieved employee on behalf of themselves or herself and other current or former employees
6 pursuant to the procedures specified in Labor Code § 2699.3.

7 35. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
9 dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two
10 hundred dollars (\$200.000) for each aggrieved employee per pay period for each subsequent pay
11 period in which Defendants violated these provisions of the Labor Code.

12 36. Defendants’ conduct with respect to Plaintiff and other aggrieved employees
13 violates numerous Labor Code sections including, but not limited to, the following:

- 14 a. Violation of Labor Code §§ 218, 510, 1194, 1194.2, 1197, 1197.1, 1198, and
15 1199(c) for failure to pay all wages for all hours worked, including minimum,
16 regular, and overtime wages;
- 17 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods
18 or compensation in lieu thereof;
- 19 c. Violation of Labor Code § 226.7 for failure to authorize or permit rest breaks
20 or provide compensation in lieu thereof;
- 21 d. Violation of Labor Code §§ 2802, 2804, and the IWC Wage Orders for failure
22 to reimburse for reasonable and necessary business expenses;
- 23 e. Violation of Labor Code § 226 for failure to provide accurate, itemized wage
24 statements;
- 25 f. Violation of Labor Code §§ 201-204, 256, 1198, and 2699 for failure to timely
26 pay all wages due during and upon termination of employment; and
- 27 g. Violation of Labor Code §§ 226, 1198.5, and the IWC Wage Orders for failure
28 to produce all personnel records.

37. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

38. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of themselves and all other aggrieved employees under PAGA.

39. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties for violations of the Labor Code sections cited above.

40. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of all other aggrieved employees, prays for judgment against Defendants as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees;

2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure § 1021.5; and

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

4. Plaintiff is not seeking any individualized relief or to recover any penalties for her individual PAGA claim. Her Prayer for Relief expressly excludes penalties for her individual PAGA claim.

Dated: October 23, 2024

LEBE LAW, APLC

By:

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Attorneys for Plaintiff Matthew Arnold, as a Private Attorney General on behalf of the State of California