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on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CURTIS HODGE on behalf of the general
public as private attorney general,

Plaintiffs,

v.

SUREFOX NORTH AMERICA INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 24CV450922

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff CURTIS HODGE (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants SUREFOX NORTH AMERICA INC., and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to timely pay wages during employment, (e) failing to pay all wages earned and owed upon separation from Defendant’s employ, (f) failing to provide accurate itemized wage statements, and (g) failing to reimburse business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Santa Clara County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendants employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to timely pay wages during
28 employment, (e) failing to pay all wages earned and owed upon separation from Defendant's

1 employ, (f) failing to provide accurate itemized wage statements, and (g) failing to reimburse
2 business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf
3 of the general public as private attorney general and all other aggrieved employees.

4 9. Plaintiff on behalf of the general public as private attorney general and all other
5 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
6 enumerated under 2699.5 as follows: sections 201-203, 201.3, 227.3, 510, 512, 558, 226, 226.7,
7 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest,
8 attorneys' fees and costs

9 **III. PARTIES**

10 10. Plaintiff, CURTIS HODGE, was at all times relevant to this action, a resident of
11 California. Plaintiff was employed by Defendants in approximately March 2023 as a Non-Exempt
12 Employee with the title of Safety and Security Advisor/Security Guard. Plaintiff duties included
13 but were not limited to providing personalized security services to executives, escorting and
14 patrolling premises, ensuring daily safety of assigned areas, and providing security support during
15 transportation of executives.

16 11. Defendants SUREFOX NORTH AMERICA, INC., operates as a security
17 company in California. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who
18 work or have worked for Defendants over the last year.

19 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
20 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
21 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
22 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
23 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
24 are ascertained.

25 13. Plaintiff is informed and believes and thereon alleges that each defendant, directly
26 or indirectly, or through agents or other persons, employed Plaintiff and other members of
27 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
28 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects

1 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
2 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
3 attributable to the other defendants.

4 14. On information and belief, Defendants willfully failed to pay all earned wages in
5 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
6 Exempt Employees and members of the Representative Group; nor have Defendants returned to
7 Plaintiff or members of the Representative Group, upon or after separation from employment with
8 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
9 on behalf of the general public as private attorney general and all other aggrieved employees.

10 **IV. GENERAL ALLEGATIONS**

11 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
12 capacity of non-exempt positions, however titled, throughout the state of California.

13 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
14 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
15 rules and regulations of the IWC California Wage Orders.

16 17. Defendants employed Plaintiff and Aggrieved Employees as a Non-Exempt hourly
17 paid employees during the liability period.

18 18. Defendants continue to employ Non-Exempt Employees, however titled, in
19 California and implement a uniform set of policies and practices to all non-exempt employees, as
20 they were all engaged in the generic job duties of providing security services to Defendants'
21 clients.

22 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
23 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
24 of the requirements of California's wage and employment laws.

25 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
26 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
27 week and worked approximately four (4)-day work weeks with approximately twelve (12) hour
28 shifts.

21. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock work performed. For instance, Defendants maintained unlawful time rounding practices whereby Plaintiff's and Aggrieved Employees' time would be rounded by Defendants' management to only reflect their scheduled start times if they clocked in early on the company's Workday phone application. Further, during the COVID pandemic, Defendants on a weekly basis required Plaintiff and Aggrieved Employees to submit to off-the-clock COVID nasal swabs and questionnaires at Defendants' Security Operations Center. Plaintiff and Aggrieved Employees would spend approximately 30-minutes undergoing the COVID screening process, and were not compensated for such time. In addition, Plaintiff and Aggrieved Employees also performed post-shift activities while off-the-clock. For instance, if Plaintiff and Aggrieved Employees worked overtime, they were required to fill out overtime form. Plaintiff and Aggrieved Employees could not remain on-the-clock to fill out such forms. Plaintiff and Aggrieved Employees would spend approximately 15 minutes off-the-clock filling out overtime forms. Further, Plaintiff and Aggrieved Employees were also required to attend weekly meetings which would last approximately 30-minutes each time. Such meetings were conducted by Defendants' management off-the-clock and Plaintiff and Aggrieved Employees were not compensated for such time. Further, Plaintiff and Aggrieved Employees would be contacted by Defendants' management off-the-clock via phone calls, and/or text messages, which Plaintiff and Aggrieved Employees would be responsible for responding to, and such time was not compensated by Defendants. Lastly, Plaintiff and Aggrieved Employees were required to be on-call on certain days and would not be paid for such time. If Plaintiff and Aggrieved Employees were put on-call, Defendants exercised control over Plaintiff and Aggrieved Employees as they were required to submit their location to Defendants' management every hour, had to remain close-by to the assigned location, and to respond to Defendants' management at a moments notice. As a result of the above instances of off-the-clock work which Defendants failed to compensate Plaintiff and Aggrieved Employees for, a disproportionate underpayment of minimum wages and overtime wages occurred.

22. Plaintiff and the Aggrieved Employees were regularly required to work shifts in

1 excess of five hours without being provided a lawful meal period and over ten hours in a day
2 without being provided a second lawful meal period as required by law.

3 23. Indeed, during the relevant time, as a consequence of Defendants' staffing and
4 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
5 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
6 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

7 24. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
8 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
9 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
10 over ten hours as required by law.

11 25. Further, Plaintiff and Aggrieved Employees were required to maintain work issued
12 cellphones on their persons at all times during their shifts and would be frequently interrupted
13 Defendants' management. As a result, Plaintiff and Aggrieved Employees experienced interrupted
14 meal periods on a weekly basis. In addition, Plaintiff and Aggrieved Employees were also often
15 unable to take a Labor Code compliant meal break due to the workload.

16 26. On information and belief, Plaintiff and Aggrieved Employees did not waive their
17 rights to meal periods under the law.

18 27. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
19 meal periods.

20 28. Despite the above-mentioned meal period violations, Defendants failed to
21 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
22 one additional hour of pay at their regular rate as required by California law when meal periods
23 were not timely or lawfully provided in a compliant manner.

24 29. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
25 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
26 were entitled to receive premium wages based on their regular rate of pay under Labor Code
27 §226.7 but were not receiving such compensation.

28 30. In addition, during the relevant time frame, Plaintiff and the Non-Exempt

1 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
2 period for every four hours worked or major fraction thereof, which is a violation of the Labor
3 Code and IWC wage order.

4 31. Defendants maintained and enforced scheduling practices, policies, and imposed
5 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
6 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
7 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
8 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

9 32. Further, Plaintiff and Aggrieved Employees were required to maintain work issued
10 cellphones on their persons at all times during their shifts and would be frequently interrupted
11 Defendants' management. As a result, Plaintiff and Aggrieved Employees experienced interrupted
12 rest periods on a weekly basis. In addition, Plaintiff and Aggrieved Employees were also often
13 unable to take a Labor Code compliant rest break due to the workload.

14 33. Despite the above-mentioned rest period violations, Defendants did not compensate
15 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
16 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
17 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
18 permitted.

19 34. Defendants also failed to provide accurate, lawful itemized wage statements to
20 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
21 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
22 worked, including premiums due and owing for meal and rest period violations, gross pay and net
23 pay figures from Plaintiff and the Aggrieved Employees' wage statements.

24 35. Defendants also failed to timely pay Plaintiff and Aggrieved Employees on a
25 weekly basis pursuant to Labor Code 201.3 as Plaintiff and Aggrieved Employees were instead
26 paid on a semi-monthly basis.

27 36. Plaintiff are informed and believe, and thereon alleges, that at all times herein
28 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours

1 thereof for resignations without prior notice as the case may be) they had a duty to accurately
2 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
3 meal and rest period premiums, and accrued vacation pay at the time of separation. Defendants
4 had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or
5 intentionally failed to do so in part because of the above-specified violations. Therefore,
6 Defendants failed to timely pay such owed wages pursuant to Labor Code sections 201-203 and
7 227.3.

8 37. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
9 business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiff and
10 Aggrieved Employees also used their personnel cellphones to conduct work related activities at
11 the direction of Defendants' Management. Plaintiff and Aggrieved Employees were also not
12 reimbursed for meals when traveling for the job.

13 38. Upon information and belief, Defendants knew and or should have known that it is
14 improper to implement policies and commit unlawful acts such as:

15 (a) requiring employees to work four (4) hours or a major fraction thereof without
16 being provided a minimum ten (10) minute rest period and without compensating the employees
17 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
18 rest period was not provided;

19 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
20 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
21 and without compensating employees with one (1) hour of pay at the regular rate of compensation
22 for each workday that such a meal period was not provided;

23 (c) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
24 wages owed;

25 (d) failing to provide accurate itemized wage statements;

26 (e) failure to reimburse business expenses;

27 (f) failing to timely pay wages during employment;

28 39. In addition to the violations above, and on information and belief, Defendants knew

1 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
2 herein and that Defendants had the financial ability to pay such compensation, but willfully,
3 knowingly, recklessly, and/or intentionally failed to do so.

4 40. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
5 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
6 Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding
7 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

8 **VI. REPRESENTATIVE CLAIMS**

9 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

10 41. Plaintiff incorporates by reference and re-alleges each and every allegation
11 contained above, as though fully set forth herein.

12 42. On August 28, 2024 Plaintiff complied with notice requirements pursuant to Labor
13 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
14 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
15 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
16 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
17 representative capacity. The substance and violations set forth in this Complaint of which the
18 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
19 Action Complaint to the LWDA.

20 43. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
21 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
22 Employees of Defendants.

23 44. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
24 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
25 including without limitation Labor Code section 201-203, 201.3, 227.3, 510, 512, 558, 226, 226.7,
26 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC
27 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

28 45. At all times relevant, Plaintiff and all other aggrieved employees regularly

1 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
2 rest break requirements of the applicable IWC wage order and the Labor Code.

3 46. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
4 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
5 worked.

6 47. For the violations below, Plaintiff and the Representative Aggrieved Employees are
7 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

8 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

9 48. At all times relevant, the IWC wage orders applicable to Plaintiff and the
10 Aggrieved Employees require employers to pay its employees for each hour worked at least
11 minimum wage. "Hours worked" means the time during which an employee is subject to the
12 control of an employer, and includes all the time the employee is suffered or permitted to work,
13 whether or not required to do so, and in the case of an employee who is required to reside on the
14 employment premises, that time spent carrying out assigned duties shall be counted as hours
15 worked.

16 49. At all relevant times, Labor Code §1197 provides that the minimum wage for
17 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
18 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
19 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
20 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
21 and Aggrieved Employees' employment by Defendants provided that employees working for
22 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
23 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
24 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
25 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
26 regular rate of pay.

27 50. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
28 acting individually as an officer, agent, or employee of another person, who pays or causes to be

1 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
2 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
3 damages payable to the employee, and any applicable penalties pursuant to Section 203.

4 51. Labor Code §510 codifies the right to overtime compensation at the rate of one and
5 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
6 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
7 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
8 seventh day of work in a particular work week.

9 52. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
10 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
11 11000, et. seq. and the Labor Code.

12 53. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in
13 excess of eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock
14 work performed as discussed above which resulted in a disproportionate underpayment of
15 minimum and overtime wages.

16 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

17 54. Pursuant to Labor Code §512, no employer shall employ an employee for a work
18 period of more than five (5) hours without providing a meal break of not less than thirty (30)
19 minutes in which the employee is relieved of all of his or her duties. An employer may not
20 employ an employee for a work period of more than ten (10) hours per day without providing the
21 employee with a second meal period of not less than thirty (30) minutes, except that if the total
22 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
23 consent of the employer and the employee only if the first meal period was not waived.

24 55. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
25 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
26 the work of the employee must prevent an employee from being relieved of all duties relating to
27 his or her work for the employer and the employees must consent in writing to the "on duty" meal
28 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing

1 to an “on duty” meal period. Further, the nature of the work of Plaintiff and Aggrieved
2 Employees was not such that they were prevented from being relieved of all duties. Despite the
3 requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved Employees’
4 employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide
5 Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

6 56. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
7 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
8 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
9 Employees’ employment by Defendants. As a proximate result of the aforementioned violations,
10 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
11 at time of trial.

12 57. By their failure to provide a compliant meal period for each shift worked over five
13 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
14 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
15 compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated
16 the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

17 58. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
18 voluntarily or willfully waive meal periods and were regularly required to work shifts without
19 being provided all of their legally required meal periods. Defendants created a working
20 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
21 periods due to shift scheduling and/or work related demands placed upon them by Defendants as
22 well as a lack of sufficient staffing to meet the needs of Defendants’ business as discussed above.
23 On information and belief, Defendants’ implemented a policy and practice which resulted in
24 systematic and companywide violations of the Labor Code. On information and belief,
25 Defendants’ violations have been widespread throughout the liability period and will be evidenced
26 by Defendants’ time records for the Aggrieved Employees.

27 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

28 59. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees’

1 employment by Defendants, “Every employer shall authorize and permit all employees to take rest
2 periods, which insofar as practicable shall be in the middle of each work period.... [The]
3 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
4 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
5 time shall be counted as hours worked, for which there shall be no deduction from wages.” Labor
6 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
7 mandated by an applicable order of the IWC.

8 60. Defendants were required to authorize and permit employees such as Plaintiff and
9 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
10 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
11 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved
12 Employees’ employment by Defendants, Defendants failed and refused to authorize and permit
13 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
14 worked, or major fraction thereof.

15 61. On information and belief Defendants created a working environment in which
16 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
17 scheduling and/or work related demands placed upon them by Defendants as well as a lack of
18 sufficient staffing to meet the needs of Defendants’ business as discussed above. On information
19 and belief, Defendants implemented a policy and practice which resulted in systematic and
20 companywide violations of the Labor Code. On information and belief, Defendants’ violations
21 have been widespread throughout the liability period.

22 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

23 62. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
24 statements all deductions from payment of wages and to accurately report total hours worked by
25 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
26 among other things. Defendants have knowingly and intentionally failed to comply with Labor
27 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
28 Employees.

1 63. IWC Wage Orders require Defendants to maintain time records showing, among
2 others, when the employee begins and ends each work period, meal periods, split shift intervals
3 and total daily hours worked in an itemized wage statement, and must show all deductions and
4 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
5 Aggrieved Employees. On information and belief, Defendants have failed to record all or some of
6 the items delineated in Industrial Wage Orders and Labor Code §226.

7 64. Defendants have failed to accurately record all time worked.

8 65. Defendants have also failed to accurately record the meal and rest period premiums
9 owed and all wages owed per pay period.

10 66. Plaintiff and Aggrieved Employees have been injured as they were unable to
11 determine whether they had been paid correctly for all hours worked per pay period among other
12 things.

13 67. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
14 entitled up to a maximum of \$4,000 each for record keeping violations.

15 68. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
16 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
18 for each violation in a subsequent citation, for which the employer fails to provide the employee a
19 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

20 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

21 69. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Aggrieved
22 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
23 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
24 Employees, were not adequately reimbursed by Defendants for expenses related to personal
25 cellphone usage and meals purchased while traveling as described above, which were incurred as a
26 direct consequence of the discharge of duties by Plaintiff and Aggrieved Employees. Despite these
27 realities of the job, Defendants failed to provide reimbursements.

28 70. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or

1 implied, made by any employee to waive the benefits of this article or any part thereof is null and
2 void, and this article shall not deprive any employee or his or her personal representative of any
3 right or remedy to which he is entitled under the laws of this State.”

4 **FAILURE TO TIMELY PAY WAGES DURING LABOR CODE § 201.3**

5 71. Pursuant to Labor Code section 201.3 (4)(b)(1)(A) “Except as provided in
6 paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to
7 work for a client, that employee's wages are due and payable no less frequently than weekly,
8 regardless of when the assignment ends, and wages for work performed during any calendar week
9 shall be due and payable not later than the regular payday of the following calendar week. A
10 temporary services employer shall be deemed to have timely paid wages upon completion of an
11 assignment if wages are paid in compliance with this subdivision.”

12 72. Pursuant to Labor Code section 201.3 (4)(B) “Except as provided in paragraphs (2)
13 to (5), inclusive, if an employee of a temporary services employer in the security services industry
14 is a security guard who is registered pursuant to Chapter 11.5 (commencing with Section 7580) of
15 Division 3 of the Business and Professions Code, is employed by a private patrol operator licensed
16 pursuant to that chapter, and is assigned to work for a client, that employee's wages are due and
17 payable no less frequently than weekly, regardless of when the assignment ends, and wages for
18 work performed during any workweek, as defined under Section 500, shall be due and payable not
19 later than the regular payday of the following workweek.”

20 73. Defendants failed to pay Plaintiff and Aggrieved Employees on a weekly basis and
21 instead paid Plaintiff and Aggrieved Employees on a semi-monthly basis in violation of Labor
22 Code section 201.3.

23 74. As a result, Defendants are liable to Plaintiff and Aggrieved Employees for penalties
24 pursuant to Labor Code §203, in an amount according to proof at the time of trial.

25 **FAILURE TO PAY TIMELY PAY WAGES UPON SEPARATION LABOR CODE**

26 **§ 203**

27 75. Labor Code §§201-202 requires an employer who discharges an employee to pay
28 compensation due and owing to said employee immediately upon discharge and that if an

1 employee voluntarily leaves his or her employment, his or her wages shall become due and
2 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
3 two (72) hours previous notice of his or her intention to quit, in which case the employee is
4 entitled to his or her wages on their last day of work.

5 76. Labor Code §203 provides that if an employer willfully fails to pay compensation
6 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for
7 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

8 77. Pursuant to Labor Code § 227.3, “unless otherwise provided by a collective-
9 bargaining agreement, whenever a contract of employment or employer policy provides for paid
10 vacations, and an employee is terminated without having taken off his vested vacation time, all
11 vested vacation shall be paid to him as wages at his final rate in accordance with such contract of
12 employment or employer policy respecting eligibility or time served; provided, however, that an
13 employment contract or employer policy shall not provide for forfeiture of vested vacation time
14 upon termination. The Labor Commissioner or a designated representative, in the resolution of
15 any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.”

16 78. During the relevant time period, Defendants willfully failed and refused, and
17 continue to willfully fail and refuse, to pay Plaintiff and Aggrieved Employees their wages,
18 earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their
19 voluntarily leaving Defendants’ employ. These wages include regular and overtime, meal and rest
20 period premiums, and accrued vacation pay.

21 79. As a result, Defendants are liable to Plaintiff and Aggrieved Employees for waiting
22 time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

23 **FAILURE TO MAINTAIN ACCURATE RECORDS**

24 80. Additionally, Defendants have no accurate records relating to aggrieved
25 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
26 period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants
27 failed to maintain accurate records relating to hours worked daily in violation of Labor Code
28 sections 1174(d), 1174.5.

1 **PRAYER FOR RELIEF**

2 As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a)
3 Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable
4 due to numerous Labor Code violations as set forth in this Complaint, including without limitation
5 Labor Code section 201-203, 201.3, 227.3, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175,
6 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California
7 Code of Regulations, Title 8, section 11000 *et. seq.*

8 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 9 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
10 2. For reasonable attorneys' fees and costs; and
11 3. For such other and further relief as the Court deems proper.

12
13
14 Dated: November 4, 2024

JAMES HAWKINS AP LC

15 By: 

16 JAMES R. HAWKINS, ESQ.
17 GREGORY MAURO, ESQ.
18 MICHAEL CALVO, ESQ.
19 LAUREN FALK, ESQ.
20 AVA ISSARY, ESQ.

21 Attorneys for Plaintiff CURTIS HODGE,
22 individually and on behalf of all others
23 similarly situated.
24
25
26
27
28

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

August 28, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

SUREFOX NORTH AMERICA INC
Agent for Service of Process: REGISTERED AGENTS INC.
1401 21ST STREET, STE. R
Sacramento, CA 95811
Receipt No.: 9589 0710 5270 1738 0506 61

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff CURTIS HODGE individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, SUREFOX NORTH AMERICA INC, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Santa Clara County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint