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Superior Court of California,
County of San Diego
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8 Attorneys for Plaintiff BYRON HUNTER EPP,
9 individually and on behalf of all others similarly situated

Clerk of the Superior Court
By E. Noriega, Deputy Clerk

10 **IN THE SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 BYRON HUNTER EPP, individually and on
13 behalf of all others similarly situated,

Case No. 25CU004088C

14 Plaintiff(s),

15 v.

16 IRON WALL SECURITY, INC; and DOES 1
17 through 100,

18 Defendant(s).

COMPLAINT

1. Failure to Provide Compliant Meal Breaks
2. Failure to Provide Complaint Rest Breaks
3. Failure to Pay All Hours Worked
4. Failure to Pay All Overtime Owed
5. Wage Statement Violation
6. Failure to Reimburse Work Expenses
7. Violation of Unfair Competition
8. Private Attorneys General Act
9. Discrimination based on Medical Condition
10. Failure to Accommodate
11. Failure to Engage in Interactive Process

19 **RELEVANT PARTIES**

- 20 1. Plaintiff BYRON HUNTER EPP ("Plaintiff") is an adult resident of San Diego County,
21 California, and was at all times relevant residing in San Diego County, California.
- 22 2. Defendant IRON WALL SECURITY, INC ("Defendant") is a California corporation with
23 its principal place of business located in San Diego County, California. Defendant is registered to
24 and does conduct business in the State of California and is subject to the laws of the State of
25 California. All acts and omissions of Defendant employees as alleged herein occurred while they
26 were acting within the course and scope of their employment.

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in San Diego County because the acts and omissions that give
11 rise to Plaintiff’s claims took place in San Diego County, and Defendants transact substantial
12 business in this County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in San Diego County, California and Plaintiff suffered damages from such
15 conduct within San Diego County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants since August 2023 as a Site Supervisor.

19 8. Plaintiff has previously informed Defendants of his medical condition. Plaintiff was
20 diagnosed with Irritable Bowel Syndrome, which requires Plaintiff to take frequent bathroom
21 breaks.

22 9. Around the second week of April 2024, Defendants removed Plaintiff’s access to a
23 bathroom facility.

24 10. Plaintiff complained of the lack of adequate restroom facility. In response, Defendants
25 solution was for day shift workers to request from neighboring businesses for bathroom access and
26 for night shift workers to drive off-site to find adequate restroom facility.

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1 11. Plaintiff raised concerns regarding his existing medical condition, the lack of facilities for
2 day and night shift workers, and the need for proper on-site facilities. Plaintiff suggested the
3 installation of portable facilities. However, Defendants denied any alternative solution.

4 12. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
5 often missed or short in order to assist customers, contractors, etc. Further, Plaintiff was required to
6 remain on call, on duty, and on site during breaks. Despite not being provided with compliant meal
7 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of
8 pay.

9 13. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were
10 often interrupted to assist customers, contractors, etc. Further, Plaintiff was required to remain on
11 call, on duty, and on premises during breaks. Despite not being provided with compliant rest breaks,
12 Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

13 14. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to
14 perform work related tasks after clocking-out, which constitutes off the clock work..

15 15. Defendants failed to pay Plaintiff all overtime owed because Plaintiffs usually worked 8
16 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

17 16. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
18 required to purchase equipment such as electric fans, bug sprays, and other supplies in order to
19 perform their work duties, but Defendants did not reimburse Plaintiff for these expenses.

20 17. Defendants failed to provide Plaintiff with accurate wage statements because the wage
21 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
22 other things.

23 **PAGA ALLEGATIONS**

24 18. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
25 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
26 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or former
28 employees pursuant to the procedures outlined in Labor Code section 2699.3.

19. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

20. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

21. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

22. On September 19, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

23. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

24. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to September 19, 2024 through final disposition of this action."

EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS

25. On January 23, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil Rights Department (hereinafter "CCRD"), a Complaint of [Discrimination, Harassment, and Retaliation] against Defendant. On January 23, 2025, the CCRD issued a Notice of Case Closure and Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in order to enforce their rights under FEHA.

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1 26. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
2 prerequisite to filing this action.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Compliant Meal Periods**

5 **By Plaintiff Against All Defendants**

6 27. Plaintiff incorporates by reference the paragraphs above.

7 28. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
8 employee for a work period of more than five hours per day without providing the employee with a
9 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
10 without providing the employee with a second meal period of not less than 30 minutes”.

11 29. An employer provides compliant meal breaks to its employees “if it relieves its employees
12 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
13 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
14 1004, 1040 (2012)).

15 30. Not only must an employer affirmatively relieve its employees of all duty during their meal
16 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
17 (*Brinker*, supra).

18 31. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

19 32. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
20 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
21 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
22 11 Cal. 5th 858 (2021)).

23 33. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
24 break was missed.

25 34. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
26 penalties, attorney fees, and costs.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Compliant Rest Periods**

3 **By Plaintiff Against All Defendants**

4 35. Plaintiff incorporates by reference the paragraphs above.

5 36. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
6 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
7 per four hours or major fraction thereof.

8 37. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
9 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
10 5th 257, 269 (2016)).

11 38. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

12 39. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
13 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
14 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
15 11 Cal. 5th 858 (2021)).

16 40. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
17 break was missed.

18 41. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
19 penalties, attorney fees, and costs.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay for All Hours Worked**

22 **By Plaintiff Against All Defendants**

23 42. Plaintiff incorporates by reference the paragraphs above.

24 43. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
25 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
26 40 hours in a workweek.

27 44. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

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1 45. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
2 penalties, attorney fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay All Overtime Owed**

5 **By Plaintiff Against All Defendants**

6 46. Plaintiff incorporates by reference the paragraphs above.

7 47. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
8 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
9 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
10 one-half times the regular rate of pay for an employee.”

11 48. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

12 49. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
13 interest, penalties, attorney fees, and costs.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Reimburse Work-Related Expenses**

16 **By Plaintiff Against All Defendants**

17 50. Plaintiff incorporates by reference the paragraphs above.

18 51. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
19 all necessary expenditures or losses incurred by the employee in direct consequence of the
20 employee's discharge of his or her duties.

21 52. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

22 53. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
23 attorney fees, and costs.

24 **SIXTH CAUSE OF ACTION**

25 **Wage Statement Penalties**

26 **By Plaintiff Against All Defendants**

27 54. Plaintiff incorporates by reference the paragraphs above.

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1 55. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 56. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
6 and incomplete.

7 57. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
9 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 58. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
11 costs.

12 **SEVENTH CAUSE OF ACTION**

13 **Violation of Unfair Competition Law**

14 **By Plaintiff Against All Defendants**

15 59. Plaintiff incorporates by reference the paragraphs above.

16 60. Defendants' conduct described herein constitutes unfair competition.

17 61. Specifically, Defendants have gained an unfair advantage over other similarly situated
18 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
19 owed.

20 62. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
21 wrongfully withheld wages.

22 63. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

23 **EIGHTH CAUSE OF ACTION**

24 **Private Attorneys General Act**

25 **By Plaintiff and the Aggrieved Employees Against All Defendants**

26 64. Plaintiff incorporates by reference the paragraphs above.

27 65. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
28 violation(s) of the Labor Code.

1 66. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

2 67. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
3 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
4 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

5 68. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
6 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
7 the penalties in Labor Code section 2699 apply.

8 69. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
9 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
10 sections 1197.1 and 2699 apply.

11 70. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
12 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
13 sections 558, 1197.1, and 2699 apply.

14 71. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
15 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
16 and 2699 apply.

17 72. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
18 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
19 apply.

20 73. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
21 to Labor Code section 2699(g).

22 **NINTH CAUSE OF ACTION**

23 **Violation of California Government Code § 12940 et seq. – Discrimination based on Medical**
24 **Condition**

25 **By Plaintiff Against All Defendants**

26 74. Plaintiff incorporates by reference the paragraphs above.

27 75. Government Code § 12940(a) prohibits an employer from discriminating against an
28 employee in compensation or in terms, conditions, or privileges of employment because of the

1 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
2 condition" or "sex."

3 76. During their employment with Defendants, Plaintiff was subjected to discrimination based
4 on their medical condition.

5 77. Plaintiff was subjected to discrimination based on their medical condition (described supra).

6 78. Plaintiff was diagnosed with Irritable Bowel Syndrome, which requires Plaintiff to take
7 frequent restroom breaks.

8 79. Plaintiff informed Defendants of his medical condition during his employment.

9 80. Around the second week of April, Defendants removed access to adequate restroom
10 facilities for its employees.

11 81. Plaintiff reiterated his medical condition and request for accommodation. Further, Plaintiff
12 complained on behalf of day and night shift workers who were deprived of adequate restroom
13 facilities.

14 82. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
15 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
16 below.

17 **TENTH CAUSE OF ACTION**

18 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

19 **By Plaintiff Against All Defendants**

20 83. Plaintiff incorporates by reference the paragraphs above.

21 84. At all relevant times herein, Plaintiff was an individual with a medical condition as defined
22 by FEHA.

23 85. FEHA requires an employer to make reasonable accommodations for the known medical
24 conditions of employees to enable them to perform a position's essential functions, unless doing so
25 would produce undue hardship to the employer's operations. Govt. Code §12940(m).

26 86. As a result of Plaintiff's medical condition, Plaintiff was in need of certain reasonable
27 accommodations, as set forth herein.

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1 87. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
2 with their medical condition.

3 88. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
4 required by law, to Plaintiff (described supra).

5 89. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
6 medical condition, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
7 damages as stated below.

8 **ELEVENTH CAUSE OF ACTION**

9 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
10 **Process**

11 **By Plaintiff Against All Defendants**

12 90. Plaintiff incorporates by reference the paragraphs above.

13 91. At all relevant times herein, Plaintiff was individuals with a medical condition as defined by
14 FEHA.

15 92. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
16 process with an employee to determine effective reasonable accommodations if an employee with a
17 disability so requests. The interactive process is the key mechanism for facilitating the integration of
18 disabled employees in the workplace and liability may be imposed on the employer for failing to
19 engage in the process.

20 93. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
21 accommodations, as set forth herein.

22 94. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
23 with their medical condition.

24 95. Despite having notice of Plaintiff's medical condition and need for accommodations,
25 Defendants engaged in unlawful employment practices when they failed and refused to engage in
26 the interactive process (described supra).

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1 96. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
2 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
3 damage as stated below.

4 **PRAYER FOR RELIEF**

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

6 First Cause of Action on Failure to Provide Compliant Meal Break

- 7 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 8 2. Interest
- 9 3. Attorneys' fees
- 10 4. Costs
- 11 5. Other relief the court deems proper

12 Second Cause of Action on Failure to Provide Compliant Rest Break

- 13 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 14 2. Interest
- 15 3. Attorneys' fees
- 16 4. Costs
- 17 5. Other relief the court deems proper

18 Third Cause of Action on Failure to Pay All Hours Worked

- 19 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 20 2. Liquidated damages
- 21 3. Interest
- 22 4. Attorneys' fees
- 23 5. Costs
- 24 6. Other relief the court deems proper

25 Fourth Cause of Action on Failure to Pay All Overtime Pay Owed

- 26 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 27 2. Interest
- 28 3. Attorneys' fees

1 4. Costs

2 5. Other relief the court deems proper

3 Fifth Cause of Action on Failure to Reimburse Work-Related Expense

4 1. Reimbursement of all work-related expenses

5 2. Attorneys' fees

6 3. Costs

7 4. Other relief the court deems proper

8 Sixth Cause of Action on Wage Statement Violation

9 1. Penalties pursuant to Labor Code section 226

10 2. Attorneys' fees

11 3. Costs

12 4. Other relief the court deems proper

13 Seventh Cause of Action on Violation of Unfair Competition

14 1. Restitution of all wrongfully withheld wages

15 2. Attorneys' fees

16 3. Costs

17 4. Other relief the court deems proper

18 Eight Cause of Action on PAGA

19 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

20 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
21 violate the California Labor Code in the manner alleged herein

22 3. Attorneys' fees

23 4. Costs

24 5. Other relief the court deems proper

25 Ninth to Eleventh Cause of Action on FEHA Claims

26 1. Compensatory damages

27 2. Punitive damages

28 3. Attorneys' fees

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- 4. Costs
- 5. Other relief the court deems proper

DATED: January 23, 2025

FRONTIER LAW CENTER

/s/ Daniel Ginzburg

Daniel Ginzburg

Attorneys for Plaintiff
BYRON HUNTER EPP,
individually and on behalf of all others
similarly situated