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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

NOAH BARRAGAN, DANTANEC
 JACKSON, RICHARD OLIVAREZ, DENISE
 RATLIFF and on behalf of all others similarly
 situated, and on behalf of the State of
 California and other aggrieved persons,

Plaintiffs,

v.

G2 SECURE STAFF LLC, a Texas Limited
 Liability Company; and DOES 1 through 10,
 inclusive,

Defendant.

Case No.: 24STCV28833

**CLASS & REPRESENTATIVE PAGA
 ACTION**

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

Judge: Hon. David S. Cunningham III
 Dept.: 11

Complaint Filed: October 31, 2024
 Trial Date: Not Yet Set

1 Plaintiffs Noah Barragan, Dantanec Jackson, Richard Olivarez, and Denise Ratliff
2 (“Plaintiffs”), individually and on behalf of all others similarly situated, and on behalf of the State
3 of California and other aggrieved persons, on information and belief, allege as follows:

4 **I. INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendant G2 Secure Staff LLC (“G2”) and
6 DOES 1 through 10 (“Defendants”) for California Labor Code violations and unfair business
7 practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time,
8 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify
10 employees for expenditures, and failure to produce requested employment records.

11 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
12 action on behalf of Plaintiffs and certain current and former employees of Defendants (collectively,
13 the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiffs
14 and all other persons who have been employed by any Defendant in California as hourly-paid or
15 non-exempt employees during the statute of limitations period applicable to the claims pleaded
16 here.

17 3. Plaintiffs bring the Ninth Cause of Action individually and on behalf of the
18 Aggrieved Employees, meaning all persons who worked for Defendants in California as hourly
19 paid or non-exempt employees during the statute of limitations period applicable to the claim
20 pleaded herein.

21 4. Defendants own and operate a business within the State of California, including Los
22 Angeles County. As such and based upon all the facts and circumstances incident to Defendants’
23 business in California, Defendants are subject to the California Labor Code, Wage Orders issued
24 by the Industrial Welfare Commission (IWC), and the California Business and Professions Code.

25 5. Despite these requirements, throughout the statutory period, Defendants have, at
26 times:

1 (a) Failed to pay all employees for all hours worked, including all minimum,
2 straight time, and overtime wages in compliance with the California Labor Code and IWC Wage
3 Orders;

4 (b) Failed to provide all employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate
6 records of all meal periods taken or missed, and failed to pay an additional hour's pay for each
7 workday a meal period violation occurred;

8 (c) Failed to authorize and permit employees to take timely and duty-free rest
9 periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an
10 additional hour's pay for each workday a rest period violation occurred;

11 (d) Willfully failed to pay employees all minimum wage, straight time wages,
12 overtime wages, meal period premium wages, and rest period premium wages due within the time
13 period specified by California law when employment terminates;

14 (e) Failed to provide employees with accurate, itemized wage statements
15 containing all the information required by the California Labor Code and IWC Wage Orders;

16 (f) Failed to indemnify employees for expenditures incurred in direct discharge
17 of duties of employment; and

18 (g) Failed to timely produce requested employment records to employees as
19 required by the California Labor Code and IWC Wage Orders.

20 6. On information and belief, Defendants were on actual and constructive notice of the
21 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
22 Defendants' violations, as alleged above, during all relevant times herein were willful and
23 deliberate.

24 7. At all relevant times, Defendants were and are legally responsible for all of the
25 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
26 paragraphs as the employers of Plaintiffs, the Class, and the Aggrieved Employees. Further,
27 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
28 the doctrine of respondeat superior.

1 **II. THE PARTIES**

2 **A. Plaintiffs**

3 8. Plaintiffs are residents of Los Angeles, California. They work or have worked for
4 Defendants in Los Angeles County, California as hourly-paid, non-exempt employees from
5 varying times between 2017 to the present.

6 9. Plaintiffs reserve the right to seek leave to amend this complaint to add new
7 Plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American*
8 *Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9 **B. Defendants**

10 10. Plaintiffs are informed and believe, and based upon that information and belief
11 allege, that Defendants are, and at all times herein mentioned, was:

12 (a) Business entities conducting business in numerous counties throughout the
13 State of California, including Los Angeles County; and,

14 (b) The employer of Plaintiffs, and the current and/or former employer of the
15 putative Class because Defendants suffered and permitted Plaintiffs, the Class, and the Aggrieved
16 Employees to work; and/or exercised control over their wages, hours, or working conditions;
17 and/or engaged Plaintiffs, the Class, and the Aggrieved Employees, thereby creating a common
18 law employment relationship.

19 11. Plaintiffs do not know the true names or capacities of the persons or entities sued
20 herein as DOES 1 through 10, inclusive, and therefore sues said Defendants by such fictitious
21 names. Each of the Doe Defendants was in some manner legally responsible for the damages
22 suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will
23 amend this complaint to set forth the true names and capacities of these Defendants when they
24 have been ascertained, together with appropriate charging allegations, as may be necessary.

25 12. At all times mentioned herein, the Defendants named as DOES 1 through 10,
26 inclusive, and each of them, were residents of, doing business in, availed themselves of the
27 jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved
28 Employees in the State of California.

13. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

III. JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action pursuant to California Code of Civil Procedure section 410.10.

15. The Court has personal jurisdiction over Defendants because Plaintiffs' and Class Members' claims arise out of Defendants' business activities conducted in the State of California.

16. At all times mentioned herein, Defendants, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

17. Venue is appropriate in Los Angeles County, California because many of the acts and omissions that give rise to the claims for relief alleged in this action took place in Los Angeles County.

IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18. Plaintiffs worked for Defendants in Los Angeles County, California as hourly-paid, non-exempt employees from varying times between 2017 to the present. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage and classified Plaintiffs as

1 non-exempt from overtime. Defendants repeatedly and frequently scheduled Plaintiffs to work at
2 least five days in a workweek and at least eight hours per day, but Plaintiffs also worked more than
3 eight hours in a workday and more than 40 hours in a workweek.

4 19. Throughout Plaintiffs' employment, Defendants, at times, failed to pay Plaintiffs
5 for all hours worked (including minimum, straight time, and overtime wages), failed to provide
6 Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest
7 periods, failed to furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for
8 expenditures, and failed to produce requested employment records.

9 20. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs, the
10 Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and
11 overtime wages. Defendants would, at times, manufacture time keeping records to falsely show
12 that Plaintiffs, the Class, and the Aggrieved Employees took meal periods when in fact they worked
13 "off-the-clock," uncompensated. The effect is that Plaintiffs, the Class, and the Aggrieved
14 Employees worked through meal periods "off-the-clock," and continued to work after they had
15 clocked out for the workday. Defendants paid Plaintiffs, the Class, and the Aggrieved Employees
16 less than all their work time. this unpaid work should have been paid at the overtime rate. In failing
17 to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
18 Plaintiffs, the Class, and the Aggrieved Employees worked.

19 21. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs,
20 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants required
21 Plaintiffs, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a
22 day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours
23 of work, or without compensating Plaintiffs, the Class, and the Aggrieved Employees for all missed
24 meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
25 Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved
26 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
27 be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs,
28 the Class, and the Aggrieved Employees permission to take a meal period. Defendants also failed,

1 at times, to permit Plaintiffs, the Class, and the Aggrieved Employees to take a second meal period
2 when they worked at least ten hours of work in a workday. As described above, Defendants would
3 manufacture time keeping records to falsely show that Plaintiffs, the Class, and the Aggrieved
4 Employees took meal periods by the fifth hour of work or took meal periods when in fact they
5 worked “off-the-clock”, uncompensated. Accordingly, Defendants failed to provide meal periods
6 to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

7 22. Throughout the statutory period, Defendants have, at times, wrongfully failed to
8 authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant
9 rest periods. Defendants required Plaintiffs, the Class, and the Aggrieved Employees to work in
10 excess of four consecutive hours a day without Defendants authorizing and permitting them to take
11 a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction
12 of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved Employees for
13 rest periods that were not authorized or permitted. Instead, Defendants continued to assert control
14 over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging
15 them to perform work tasks which could not be completed without working in lieu of taking
16 mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees
17 permission to take a rest period. Accordingly, Defendants failed to authorize and permit Plaintiffs,
18 the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

19 23. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs,
20 the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all
21 applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct
22 wages for meal periods that were not provided in accordance with California law, and correct
23 wages for rest periods that were not authorized and permitted to take in accordance with California
24 law). As a result of these violations of California Labor Code section 226, subdivision (a), the
25 Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other things:

26 (a) the violations led them to believe that they were not entitled to be paid
27 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
28 premium wages, even though they were entitled;

1 (b) the violations led them to believe that they had been paid the minimum wage,
2 straight time wages, overtime wages, meal period premium wages, and rest period premium wages,
3 even though they had not been;

4 (c) the violations led them to believe they were not entitled to be paid minimum
5 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
6 wages at the correct California rate even though they were entitled;

7 (d) the violations led them to believe they had been paid minimum wage,
8 straight time wages, overtime wages, meal period premium wages, and rest period premium wages
9 at the correct California rate even though they had not been;

10 (e) the violations hindered them from determining the amounts of minimum
11 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
12 wages owed to them;

13 (f) in connection with their employment before and during this action, and in
14 connection with prosecuting this action, the violations caused them to have to perform
15 mathematical computations to determine the amounts of wages owed to of them, computations
16 they would not have to make if the wage statements contained the required accurate information;

17 (g) by understating the wages truly due to of them, the violations caused by them
18 to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment,
19 and other governmental benefits;

20 (h) the wage statements inaccurately understated the wages, hours, and wage
21 rates to which Plaintiffs and of the Class were entitled, and Plaintiffs and of the Class were paid
22 less than the wages and wage rates to which they were entitled.

23 Thus, Plaintiffs and of the Class are owed the amounts provided for in California Labor
24 Code section 226, subdivision (e).

25 24. Thus, Plaintiffs and some, but not necessarily all, of the Class are owed the amounts
26 provided for in California Labor Code section 226, subdivision (e).

27 25. Throughout the statutory period, Defendants have wrongfully required Plaintiffs
28 and of the Class to pay expenses that they incurred in direct discharge of their duties for Defendant.

1 Plaintiffs and some, but not necessarily all, of the Class paid out-of-pocket for necessary
2 employment-related expenses.

3 26. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses as
4 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
5 Plaintiffs, the Class, and the Aggrieved Employees for these employment-related expenses.

6 27. Plaintiffs sent written requests through Plaintiffs' counsel to Defendants for
7 Plaintiffs' personnel file, pay records, wage statements, timekeeping records, and other
8 employment-related documents pursuant to California Labor Code sections 226 and 1198.5.

9 **V. CLASS ACTION ALLEGATIONS**

10 28. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
11 persons similarly situated, and thus, seeks class certification under California Code of Civil
12 Procedure section 382.

13 29. All claims alleged herein arise under California law for which Plaintiffs seek relief
14 authorized by California law.

15 30. The proposed Class consists of and is defined as:

16 All persons who worked for any Defendant in California hourly-
17 paid or non-exempt employees at any time during the period
18 beginning four years before the filing of the initial complaint in
this action and ending when notice to the Class is sent.

19 31. At all material times, Plaintiffs were members of the Class.

20 32. Plaintiffs undertake this concerted activity to improve the wages and working
21 conditions of all Class Members.

22 33. There is a well-defined community of interest in the litigation and the Class is
23 readily ascertainable:

24 (a) Numerosity: The members of the Class (and each subclass, if any) are so
25 numerous that joinder of all members would be unfeasible and impractical. The membership of the
26 entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than
27 40 individuals and the identity of such membership is readily ascertainable by inspection of
28 Defendants' records.

1 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
2 the interests of each Class Member with whom there is a shared, well-defined community of
3 interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as
4 demonstrated herein.

5 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
6 the interests of each Class Member with whom there is a shared, well-defined community of
7 interest and typicality of claims, as demonstrated herein. Plaintiffs has no conflicts with or interests
8 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in
9 the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred,
10 and throughout the duration of this action, will continue to incur costs and attorneys' fees that have
11 been, are, and will be necessarily expended for the prosecution of this action for the substantial
12 benefit of each Class Member.

13 (d) Superiority: A class action is superior to other available methods for the fair
14 and efficient adjudication of the controversy, including consideration of:

- 15 (1) The interests of the members of the Class in individually controlling
16 the prosecution or defense of separate actions;
17 (2) The extent and nature of any litigation concerning the controversy
18 already commenced by or against members of the Class;
19 (3) The desirability or undesirability of concentrating the litigation of the
20 claims in the particular forum; and,
21 (4) The difficulties likely to be encountered in the management of a class
22 action.

23 (e) Public Policy Considerations: The public policy of the State of California is
24 to resolve the California Labor Code claims of many employees through a class action. Indeed,
25 current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
26 Former employees are also fearful of bringing actions because they believe their former employers
27 might damage their future endeavors through negative references and/or other means. Class actions
28

1 provide the Class Members who are not named in the complaint with a type of anonymity that
2 allows for the vindication of their rights at the same time as their privacy is protected.

3 34. There are common questions of law and fact as to the Class (and each subclass, if
4 any) that predominate over questions affecting only individual members, including without
5 limitation, whether, as alleged herein, Defendants have:

6 (a) Failed to pay Class Members for all hours worked, including minimum,
7 straight time, and overtime wages;

8 (b) Failed to provide meal periods and pay meal period premium wages to Class
9 Members;

10 (c) Failed to authorize and permit rest periods and pay rest period premium
11 wages to Class Members;

12 (d) Failed to provide Class Members with timely final wages;

13 (e) Failed to provide Class Members with accurate wage statements;

14 (f) Failed to indemnify Class Members for expenditures;

15 (g) Failed to produce requested employment records; and

16 (h) Violated California Business and Professions Code sections 17200, *et seq.*
17 as a result of their illegal conduct as described above.

18 35. This Court should permit this action to be maintained as a class action pursuant to
19 California Code of Civil Procedure section 382 because:

20 (a) The questions of law and fact common to the Class predominate over any
21 question affecting only individual Class Members;

22 (b) A class action is superior to any other available method for the fair and
23 efficient adjudication of the claims of the Class Members;

24 (c) The members of the Class are so numerous that it is impractical to bring all
25 members of the Class before the Court;

26 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
27 effective and economic legal redress unless the action is maintained as a class action;
28

1 (e) There is a community of interest in obtaining appropriate legal and equitable
2 relief for the statutory violations, and in obtaining adequate compensation for the damages and
3 injuries for which Defendant are responsible in an amount sufficient to adequately compensate the
4 members of the Class for the injuries sustained;

5 (f) Without class certification, the prosecution of separate actions by individual
6 members of the Class would create a risk of:

7 (1) Inconsistent or varying adjudications with respect to individual
8 members of the Class which would establish incompatible standards
9 of conduct for Defendants; and/or,

10 (2) Adjudications with respect to the individual members which would,
11 as a practical matter, be dispositive of the interests of other members
12 not parties to the adjudications, or would substantially impair or
13 impede their ability to protect their interests, including but not
14 limited to the potential for exhausting the funds available from those
15 parties who are, or may be, responsible Defendant; and,

16 (g) Defendants have acted or refused to act on grounds generally applicable to
17 the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

18 36. Plaintiffs contemplates the eventual issuance of notice to the proposed members of
19 the Class that would set forth the subject and nature of the instant action. Defendants' own business
20 records may be utilized for assistance in the preparation and issuance of the contemplated notices.
21 To the extent that any further notices may be required, Plaintiffs contemplate the use of additional
22 techniques and forms commonly used in class actions, such as published notice, e-mail notice,
23 website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class
24 and deemed necessary and/or appropriate by the Court.

1 **VI. CAUSES OF ACTION**¹

2 **FIRST CAUSE OF ACTION**

3 **(Failure to Pay Minimum and Straight Time Wages for All Hours Worked)**

4 37. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 36 in this Complaint.

6 38. “Hours worked” is the time during which an employee is subject to the control of
7 an employer and includes all the time the employee is suffered or permitted to work, whether or
8 not required to do so.

9 39. At all relevant times herein mentioned, Defendants, at times, knowingly failed to
10 pay to Plaintiffs, the Class, and the Aggrieved Employees compensation for all hours they worked.
11 By their failure to pay compensation for each hour worked as alleged above, Defendants willfully
12 violated the provisions of California Labor Code section 1194, and any additional applicable Wage
13 Orders, which require such compensation to non-exempt employees.

14 40. Accordingly, Plaintiffs, the Class, and the Aggrieved Employees are entitled to
15 recover minimum and straight time wages for all non-overtime hours worked for Defendants.

16 41. By and through the conduct described above, Plaintiffs, the Class, and the
17 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their
18 employment with Defendants.

19 42. By virtue of the Defendants’ unlawful failure to pay additional compensation to
20 Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without
21 pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
22 damages in amounts which are presently unknown to Plaintiffs, the Class, and the Aggrieved
23 Employees, and which will be ascertained according to proof at trial.

24 43. By failing to keep adequate time records required by California Labor Code section
25 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum
26 wage compensation due Plaintiffs, the Class, and the Aggrieved Employees.

27
28 ¹ Unless otherwise stated, Plaintiffs asserts all causes of actions against all Defendants.

1 44. Pursuant to California Labor Code section 1194.2, Plaintiffs, the Class, and the
2 Aggrieved Employees are entitled to recover liquidated damages (double damages) for
3 Defendants' failure to pay minimum wages.

4 45. California Labor Code section 204 requires employers to provide employees with
5 all wages due and payable twice a month. Throughout the statute of limitations period applicable
6 to this cause of action, Plaintiffs, the Class, and the Aggrieved Employees were entitled to be paid
7 twice a month at rates required by law, including minimum and straight time wages. However,
8 Defendants failed and refused to pay Plaintiffs, the Class, and the Aggrieved Employees all such
9 wages due and failed to pay those wages twice a month.

10 46. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to seek recovery
11 of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs
12 pursuant to California Labor Code sections 218.5, 218.6, and 1194(a).

13 **SECOND CAUSE OF ACTION**

14 **(Failure to Pay Overtime Wages)**

15 47. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 46 in this Complaint.

17 48. California Labor Code section 510 provides that employees in California shall not
18 be employed more than eight hours in any workday or 40 hours in a workweek unless they receive
19 additional compensation beyond their regular wages in amounts specified by law.

20 49. California Labor Code sections 1194 and 1198 provide that employees in California
21 shall not be employed more than eight hours in any workday unless they receive additional
22 compensation beyond their regular wages in amounts specified by law. Additionally, California
23 Labor Code section 1198 states that the employment of an employee for longer hours than those
24 fixed by the IWC is unlawful.

25 50. At all times relevant hereto, Plaintiffs, the Class, and the Aggrieved Employees
26 have, at times, worked more than eight hours in a workday and/or more than 40 hours in a
27 workweek, as employees of Defendants.

1 51. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class, and the
2 Aggrieved Employees overtime compensation for the hours they have worked in excess of the
3 maximum hours permissible by law as required by California Labor Code sections 510 and 1198.

4 52. By virtue of Defendants' unlawful failure to pay additional premium rate
5 compensation to the Plaintiffs, the Class, and the Aggrieved Employees for their overtime hours
6 worked, Plaintiffs, the Class, and the Aggrieved Employees have suffered, and will continue to
7 suffer, damages in amounts which are presently unknown to them, but which exceed the
8 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

9 53. By failing to keep adequate time records required by California Labor Code section
10 1174 subdivision (d), Defendants have made it difficult to calculate the full extent of overtime
11 compensation due to Plaintiffs, the Class, and the Aggrieved Employees.

12 54. Plaintiffs, the Class, and the Aggrieved Employees also request recovery of
13 overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California
14 Labor Code section 1194, subdivision (a), as well as the assessment of any statutory penalties
15 against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

16 55. California Labor Code section 204 requires employers to provide employees with
17 all wages due and payable twice a month. The Wage Orders also provide that every employer shall
18 pay to each employee, on the established payday for the period involved, overtime wages for all
19 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs, the Class, and
20 the Aggrieved Employees with all compensation due, in violation of California Labor Code section
21 204.

22 **THIRD CAUSE OF ACTION**
23 **(Failure to Provide Meal Periods)**

24 56. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
25 1 through 55 in this Complaint.

26 57. Under California law, Defendant has an affirmative obligation to relieve the
27 Plaintiffs, the Class, and the Aggrieved Employees of all duties in order to take their first daily
28 meal periods no later than at the end of Plaintiffs, the Class, and the Aggrieved Employees's fifth

1 hour of work in a workday, and to take their second meal periods no later than at the end of the
2 tenth hour of work in the workday. California Labor Code section 512, and Section 11 of the
3 applicable Wage Orders require that an employer provide unpaid meal periods of at least 30
4 minutes for each five-hour period worked. It is a violation of California Labor Code section 226.7
5 for an employer to require any employee to work during any meal period mandated under any
6 Wage Order.

7 58. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs
8 and of the Class with both meal periods as required by California law. By their failure to permit
9 and authorize Plaintiffs and of the Class to take all meal periods as alleged above (or due to the
10 fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted meal
11 periods), Defendants willfully violated the provisions of California Labor Code section 226.7 and
12 the applicable Wage Orders.

13 59. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are
14 entitled to be paid one hour of additional wages for each workday they were not provided with all
15 required meal period(s), plus interest thereon.

16 **FOURTH CAUSE OF ACTION**

17 **(Failure to Authorize and Permit Rest Periods)**

18 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 59 in this Complaint.

20 61. Defendants are required by California law to authorize and permit breaks of ten
21 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
22 two hours). California Labor Code section 512 and the applicable Wage Orders require that the
23 employer permit and authorize all employees to take paid rest periods of ten minutes each for each
24 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes,
25 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
26 itself a violation of California's rest break laws. It is a violation of California Labor Code section
27 226.7 for an employer to require any employee to work during any rest period mandated under any
28 Wage Order.

62. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs, the Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs and some of, but not necessarily all of the Class to take rest periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code section 226.7 and the applicable Wage Orders.

63. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

64. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 63 in this Complaint.

65. At all times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

66. Within the applicable statute of limitations, the employment of many other Class Members ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant, at times, failed, and continue to fail, to pay the terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

67. Defendants' failure to pay the Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

68. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

69. Pursuant to California Labor Code section 203, the Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum.

70. Pursuant to California Labor Code sections 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Failure to Provide and Maintain Accurate and Compliant Wage Records)

71. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 70 in this Complaint.

72. At all material times set forth herein, California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

73. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the Class, and the Aggrieved Employees, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

74. As a result of Defendants’ violation of California Labor Code section 226, subdivision (a), Plaintiffs, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

75. Specifically, Plaintiffs, the Class, and the Aggrieved Employees have been injured by Defendants’ intentional violation of California Labor Code section 226, subdivision (a) because Plaintiffs, the Class, and the Aggrieved Employees were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226, subdivision (a).

76. Calculation of the true wage entitlement for Plaintiffs, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiffs, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates the California Labor Code and related laws and regulations.

77. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with California Labor Code section 226, subdivision(a), or an aggregate penalty not exceeding \$4,000 per employee.

78. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h).

SEVENTH CAUSE OF ACTION

(Failure to Indemnify Employees for Expenditures)

79. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 78 in this Complaint.

80. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

81. Defendant violated California Labor Code section 2802, by failing to pay and indemnify Plaintiffs, the Class, and the Aggrieved Employees for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

82. As a result, Plaintiffs, the Class, and the Aggrieved Employees were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

83. Plaintiffs, the Class, and the Aggrieved Employees are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code section 2802, subdivision(c) and interest pursuant to section 2802, subdivision (b).

EIGHTH CAUSE OF ACTION

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

84. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 83 in this Complaint.

85. Defendants, and each of them, are "persons" as defined under California Business and Professions Code section 17201.

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

1 87. Defendants' activities, as alleged herein, are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business and Professions
3 Code sections 17200, *et seq.*

4 88. A violation of California Business and Professions Code sections 17200, *et seq.* may
5 be predicated on the violation of any state or federal law. All the acts described herein as violations
6 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
7 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
8 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
9 and Professions Code sections 17200, *et seq.*

10 **Failure to Pay Minimum and Straight Time Wages**

11 89. Defendants' failure to pay minimum and straight time wages, and other benefits in
12 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
13 California Business & Professions Code sections 17200, *et seq.*

14 **Failure to Pay Overtime Wages**

15 90. Defendants' failure to pay overtime compensation and other benefits in violation of
16 California Labor Code sections 510, 1194, and 1198 constitutes unlawful and/or unfair activity
17 prohibited by California Business and Professions Code sections 17200, *et seq.*

18 **Failure to Provide Meal Periods**

19 91. Defendants' failure to provide meal periods in accordance with California Labor
20 Code sections 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful
21 and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*

22 **Failure to Authorize and Permit Rest Periods**

23 92. Defendants' failure to authorize and permit rest periods in accordance with
24 California Labor Code section 226.7 and the IWC Wage Orders, as alleged above, constitutes
25 unlawful and/or unfair activity prohibited by Business and Professions Code sections 17200, *et*
26 *seq.*

Failure to Indemnify Business Expenses

93. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code section 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

94. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendant, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

95. Plaintiffs, the Class, and the Aggrieved Employees Members suffered monetary injury as a direct result of Defendant's wrongful conduct.

96. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendant has wrongfully acquired, or of which Plaintiffs, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs, the Class, and the Aggrieved Employees are not obligated to establish individual knowledge of the wrongful practices of Defendant in order to recover restitution.

97. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to, and do, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendant, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

98. Plaintiffs, individually, and on behalf of members of the Putative Class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered because of the Defendant's unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the Putative Class, have suffered and will continue to suffer irreparable harm unless the Defendant are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

1 99. Plaintiffs also alleges that if Defendants are not enjoined from the conduct set forth
2 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
3 withholdings.

4 100. Pursuant to California Business and Professions Code sections 17200, *et seq.*,
5 Plaintiffs and Putative Class Members are entitled to restitution of the wages withheld and retained
6 by Defendant during a period that commences four years prior to the filing of this complaint; a
7 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class
8 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
9 1021.5 and other applicable laws; and an award of costs.

10 **NINTH CAUSE OF ACTION**

11 **(Civil Penalties Under the Private Attorneys General Act of 2004,**
12 **Cal. Lab. Code, §§ 2698, *et seq.*)**

13 101. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
14 1 through 100 in this Complaint.

15 102. At all times herein mentioned, Defendants were subject to the California Labor
16 Code and the applicable IWC Wage Orders.

17 103. California Labor Code section 2699, subdivision (a) specifically provides for a
18 private right of action to recover penalties for violations of the California Labor Code:
19 “Notwithstanding any other provision of law, any provision of this code that provides for a civil
20 penalty to be assessed and collected by the Labor and Workforce Development Agency or any of
21 its departments, divisions, commissions, boards, agencies, or employees, for a violation of this
22 code, may as an alternative, be recovered through a civil action brought by an aggrieved employee
23 on behalf of the employee and other current or former employees against whom a violation of the
24 same provision was committed pursuant to the procedures specified in Section 2699.3.”

25 104. Plaintiffs have exhausted administrative remedies pursuant to California Labor
26 Code section 2699.3. On or about October 29, 2024, Plaintiffs gave written notice by online filing
27 to the Labor and Workforce Development Agency and by certified mail to Defendants of the
28 specific provisions of the California Labor Code that Defendants have violated against Plaintiffs

1 and current and former Aggrieved Employees, including the facts and theories to support the
2 violations. Plaintiffs also paid the filing fee on or about October 29, 2024. Plaintiffs' PGA case
3 numbers are LWDA-CM-1058946-24, LWDA-CM-1058972-24, and LWDA-CM-1058976-24.

4 105. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
5 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
6 Code violations discussed in the notices. Accordingly, Plaintiffs may commence a civil action to
7 recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the
8 violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code
9 section 2699, subdivision (a), Plaintiff for himself and all current and former Aggrieved
10 Employees, seeks recovery of any and all applicable civil penalties for Defendants' violation of
11 California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

12 106. In addition, Plaintiffs seeks penalties for Defendants' violation of California Labor
13 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
14 including any entity, employing labor who willfully fails to maintain accurate and complete records
15 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
16 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
17 time records showing when the employee begins and ends each work period. Meal periods, and
18 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
19 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
20 and applicable rates of pay.

21 107. During the time period of employment for Plaintiffs and the Aggrieved Employees,
22 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
23 failing to maintain accurate records showing meal periods, and accurate records showing when
24 employees begin and end each work period. Defendants' failure to provide and maintain records
25 required by the California Labor Code and IWC Wage Orders deprived Plaintiffs and the
26 Aggrieved Employees the ability to know, understand and question the accuracy and frequency of
27 meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore,
28 Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages,

all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

108. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of the State of California and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

109. In addition, Plaintiffs seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

VII. PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the Class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiffs be appointed as the representative of the Class; and,
3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;

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

7. For penalties, restitution, and liquidated damages pursuant to California Labor Code section 1197.1;

8. For liquidated damages;

9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and,

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

As to the Second Cause of Action

11. 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;

12. For unpaid wages at overtime wage rates as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and,

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

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

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

19. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

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

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

22. For unpaid rest period premium wages as may be appropriate;

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

24. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

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

As to the Fifth Cause of Action

26. For statutory wage penalties pursuant to California Labor Code section 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendant violated California Business and Professions Code sections 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

42. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. 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 violations of California Business and Professions Code sections 17200 *et seq.*;

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

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

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hour worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

1 48. For all civil penalties pursuant to California Labor Code sections 2699, et seq., and
2 all other applicable Labor Code provisions;

3 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 2699; and;

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

6 As to all Causes of Action

7 51. For any additional relief that the Court deems just and proper.

8
9 Dated: February 28, 2025

Respectfully submitted,

10
11 

Thiago M. Coelho

Lauren Lenzion

Jesenia A. Martinez

Patrick O'Connor

Jesse S. Chen

N. Nima Shamtoub

WILSHIRE LAW FIRM, PLC

*Attorneys for Plaintiffs and the Putative
Class*

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: February 28, 2025

Respectfully submitted,



Thiago M. Coelho

Lauren Lenzion

Jesenia A. Martinez

Patrick O'Connor

Jesse S. Chen

N. Nima Shamtoub

WILSHIRE LAW FIRM, PLC

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Exhibit “A”

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October 29, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

G2 Secure Staff, L.L.C.
400 East Las Colinas Blvd
Suite 750
Irving, TX 75039
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6637 7099 23

1505 Corporation
Agent for Service of Process for:
G2 Secure Staff, L.L.C.
400 East Las Colinas Blvd
Suite 750
Irving, TX 75039
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6637 7099 16

Re: *Noah Barragan v. G2 Secure Staff L.L.C.*
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Noah Barragan to pursue a California Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code, §§ 2699, *et seq.*) against Mr. Barragan's former employer, G2 Secure Staff L.L.C. ("G2"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which G2 is alleged to have engaged in with respect to Mr. Barragan and all other persons who worked for G2 in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (the "Aggrieved Employees").

Mr. Barragan wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other Aggrieved Employees.

Mr. Barragan and the Aggrieved Employees suffered the California Labor Code violations

described below.

Mr. Barragan's Employment with G2

G2 owns or owned and operates or operated an industry, business, and establishment within the State of California. Thus, and based upon all the facts and circumstances incident to G2's business in California, G2 is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code.

Mr. Barragan worked for G2 in California as an hourly-paid, non-exempt employee between March 2023 and September 2024. During Mr. Barragan's employment for G2, G2 paid Mr. Barragan an hourly wage and classified Mr. Barragan as non-exempt from overtime. G2 typically scheduled Mr. Barragan to work at least five days in a workweek and at least eight hours per day, but Mr. Barragan regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Mr. Barragan's employment, G2: (1) failed to pay for all hours worked (including minimum, straight time, and overtime wages); (2) failed to provide Mr. Barragan with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); (3) failed to authorize and permit Mr. Barragan to take rest periods; (4) failed to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal and rest period premium pay; (5) failed to timely pay all final wages to Mr. Barragan when G2 terminated Mr. Barragan's employment; (6) failed to furnish accurate wage statements to Mr. Barragan; and (7) failed to indemnify Mr. Barragan for expenditures. As discussed below, Mr. Barragan's experience working for G2 was typical and illustrative.

G2 Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

California Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, G2 maintained a policy and practice of not paying Mr. Barragan and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. G2 required Mr. Barragan and the Aggrieved Employees to work "off-the-clock,"

uncompensated, by, for example, requiring Mr. Barragan and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, G2 also failed to maintain accurate records of the hours Mr. Barragan and the Aggrieved Employees worked.

The failure to pay for all hours worked also includes a system of time rounding and/or synthetic timekeeping that resulted in unpaid compensation for time worked pre-shift, post-shift, and when meal periods were supposedly recorded. If proven to be implemented by G2, this system resulted, over a period of time, in failing to compensate Mr. Barragan and the Aggrieved Employees properly for all the time they have actually worked even though the realities of G2's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, this system frequently paid Mr. Barragan and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, again G2 may have also failed to maintain accurate records of the hours Mr. Barragan and the Aggrieved Employees worked.

As a result, G2 is liable to Mr. Barragan and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, G2 wrongfully failed to provide Mr. Barragan and the Aggrieved Employees with legally compliant meal periods. G2 regularly, but not always, required Mr. Barragan and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Mr. Barragan and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, G2 continued to assert control over Mr. Barragan and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Mr. Barragan and the Aggrieved Employees permission to take a meal period. G2 also never informed Mr. Barragan of the right to, nor permitted Mr. Barragan to take, a second meal period when Mr. Barragan worked at least 10 hours in a workday. Accordingly, G2's policy and practice was not to provide meal periods to Mr. Barragan and the Aggrieved Employees in compliance with California law.

Mr. Barragan and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal periods. G2, however, regularly failed to pay Mr. Barragan and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, G2 is liable to Mr. Barragan and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, G2 has wrongfully failed to authorize and permit Mr. Barragan and the Aggrieved Employees to take legally compliant rest periods. G2 regularly required Mr. Barragan and the Aggrieved Employees to work in excess of four consecutive hours a day without G2 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Mr. Barragan and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, G2 continued to assert control over Mr. Barragan and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Mr. Barragan and the Aggrieved Employees permission to take a rest period. Accordingly, G2's policy and practice was to not authorize and permit Mr. Barragan and the Aggrieved Employees to take rest periods in compliance with California law.

Mr. Barragan and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). G2, however, regularly failed to pay Mr. Barragan and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, G2 is liable to Mr. Barragan and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Accurately Calculate Overtime Pay, Sick Pay, and Meal Period Premium Pay When Issuing Non-Discretionary Remuneration

Federal law defining and interpreting "regular rate" under the Fair Labor Standards Act ("FLSA") governs this case. (*Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F.Supp.2d 1122, 1129.) This "construction is supported by California case law and the DLSE Manual, each of which looks to

FLSA standards to interpret the ‘regular rate of pay’ under California law.” (*Ibid.*) “Under the FLSA, the ‘regular rate’ of pay ‘at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee,’ subject to certain enumerated exceptions.” (*Id.* at pp. 1129–30, quoting 29 U.S.C. § 207, subd. (e)(3).) “The burden is on G2 to establish that its bonus payments fall within one of the exceptions in § 207(e).” (*Ibid.*)

The Department of Labor has interpreted section 207 to permit an employer to exclude a “discretionary bonus,” but not a “promised bonus” from the “regular rate” of pay:

Bonuses which are announced to employees to induce them to work more steadily or more rapidly or more efficiently or to remain with the firm are regarded as part of the regular rate of pay. Attendance bonuses, individual or group production bonuses, bonuses for quality and accuracy of work, bonuses contingent upon the employee’s continuing in employment until the time the payment is to be made and the like are in this category. They must be included in the regular rate of pay.

(29 C.F.R. § 778.211 (2011); *see also* DLSE Manual § 49.1.2.4, subd. (3), incorporating 29 C.F.R. § 778.211.)

Mr. Barragan and/or the Aggrieved Employees received various forms of bonuses/commissions/incentive payments during pay periods where overtime was worked, but G2 failed to *accurately* factor in the non-discretionary remuneration into their regular rate of pay.

As outlined by the California Supreme Court in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878, for purposes of paying sick pay and premiums, “the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning as ‘regular rate of pay’ in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee.”

G2 should have included all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay. Because it did not, G2 is liable to Mr. Barragan and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2).

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Mr. Barragan and the Aggrieved Employees for all wages as discussed above, G2 also violated California Labor Code section 204.

Section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, G2 systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by G2, all wages for all rest periods not authorized and permitted by

G2, and all wages for all hours worked. As a result, G2 owes employees the legally required wages for unpaid wages, and Mr. Barragan and the Aggrieved Employees suffered damages in those amounts.

Moreover, G2 is liable to Mr. Barragan and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Mr. Barragan seeks penalties under California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

G2, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Mr. Barragan and the Aggrieved Employees.

G2's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Mr. Barragan and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in G2's records. Therefore, Mr. Barragan and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to G2. As a direct result, Mr. Barragan and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel G2 to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of G2's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Mr. Barragan and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Mr. Barragan and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, G2 failed,

and continues to fail to pay Mr. Barragan and terminated Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving G2's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

G2's conduct violates California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Mr. Barragan and the Aggrieved Employees are entitled to recover from G2 their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code section 203.

Moreover, G2 is liable to Mr. Barragan and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her Social Security number or an employee identification number other than a Social Security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, G2 failed to furnish Mr. Barragan and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not

authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as “wages earned” and credited as “hours worked” in wage statements has been a settled issue since at least 2022.

Because G2 violated California Labor Code section 226, Mr. Barragan and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Mr. Barragan and similarly Aggrieved Employees are entitled to recover from G2 the greater of their actual damages caused by G2’s failure to comply with California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee.

Moreover, G2 is liable to Mr. Barragan and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

California Labor Code section 2802, subdivision (a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, G2 wrongfully required Mr. Barragan and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for G2. Mr. Barragan and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Mr. Barragan and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for G2, but G2 failed to indemnify Mr. Barragan and/or the Aggrieved Employees for these employment-related expenses.

As a result, G2 is liable to Mr. Barragan and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 2802 and 2699, subdivisions (f)(2) for failing to indemnify Mr. Barragan and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Mr. Barragan alleges that G2 violated the following provisions of the California Labor Code with respect to the Aggrieved Employees:

1. California Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. California Labor Code section 226.7 and applicable Wage Orders by failing to provide meal periods;
3. California Labor Code section 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;

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Notice of Labor Code Violations and PAGA

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4. California Labor Code sections 226.7, 246, 510, and applicable Wage Orders by failing to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay;
5. California Labor Code section 204 by failing to pay all earned wages two times per month;
6. California Labor Code section 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
7. California Labor Code sections 201 to 203 by willfully failing to pay all wages owed at termination;
8. California Labor Code section 226 by failing to provide accurate itemized wage statements; and
9. California Labor Code section 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Mr. Barragan seeks applicable penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties under California Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

Mr. Barragan has placed G2 on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jesenia Martinez

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Wilshire Law Firm, PLC

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October 29, 2024

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Oakland, CA 94612
(Via Online Submission)

G2 Secure Staff, L.L.C.
400 East Las Colinas Blvd
Suite 750
Irving, TX 75039
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6637 7099 09

1505 Corporation
Agent for Service of Process for:
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Irving, TX 75039
(Via Certified Mail, Return Receipt Requested)
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Re: *Dantanec Jackson v. G2 Secure Staff, L.L.C.*
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Dantanec Jackson to pursue a California Labor Code Private Attorneys General Act (“PAGA”) representative action (Cal. Lab. Code, §§ 2699, *et seq.*) against Ms. Jackson’s former employer, G2 Secure Staff, L.L.C. (“G2”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which G2 is alleged to have engaged in with respect to Ms. Jackson and all other persons who worked for G2 in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (the “Aggrieved Employees”).

Ms. Jackson wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other Aggrieved Employees.

Ms. Jackson and the Aggrieved Employees suffered the California Labor Code violations described below.

Ms. Jackson's Employment with G2

G2 owns or owned and operates or operated an industry, business, and establishment within the State of California. Thus, and based upon all the facts and circumstances incident to G2's business in California, G2 is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code.

Ms. Jackson worked for G2 in California as an hourly-paid, non-exempt employee between October 30, 2017, and September 23, 2024. During Ms. Jackson's employment for G2, G2 paid Ms. Jackson an hourly wage and classified Ms. Jackson as non-exempt from overtime. G2 typically scheduled Ms. Jackson to work at least five days in a workweek and at least eight hours per day, but Ms. Jackson regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Ms. Jackson's employment, G2: (1) failed to pay for all hours worked (including minimum, straight time, and overtime wages); (2) failed to provide Ms. Jackson with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); (3) failed to authorize and permit Ms. Jackson to take rest periods; (4) failed to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal and rest period premium pay; (5) failed to timely pay all final wages to Ms. Jackson when G2 terminated Ms. Jackson's employment; (6) failed to furnish accurate wage statements to Ms. Jackson; and (7) failed to indemnify Ms. Jackson for expenditures. As discussed below, Ms. Jackson's experience working for G2 was typical and illustrative.

G2 Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

California Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, G2 maintained a policy and practice of not paying Ms. Jackson and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. G2 required Ms. Jackson and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Ms. Jackson and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for

the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, G2 also failed to maintain accurate records of the hours Ms. Jackson and the Aggrieved Employees worked.

The failure to pay for all hours worked also includes a system of time rounding and/or synthetic timekeeping that resulted in unpaid compensation for time worked pre-shift, post-shift, and when meal periods were supposedly recorded. If proven to be implemented by G2, this system resulted, over a period of time, in failing to compensate Ms. Jackson and the Aggrieved Employees properly for all the time they have actually worked even though the realities of G2's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, this system frequently paid Ms. Jackson and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, again G2 may have also failed to maintain accurate records of the hours Ms. Jackson and the Aggrieved Employees worked.

As a result, G2 is liable to Ms. Jackson and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, G2 wrongfully failed to provide Ms. Jackson and the Aggrieved Employees with legally compliant meal periods. G2 regularly, but not always, required Ms. Jackson and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Ms. Jackson and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, G2 continued to assert control over Ms. Jackson and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Ms. Jackson and the Aggrieved Employees permission to take a meal period. G2 also never informed Ms. Jackson of the right to, nor permitted Ms. Jackson to take, a second meal period when Ms. Jackson worked at least 10 hours in a workday. Accordingly, G2's policy and practice was not to provide meal periods to Ms. Jackson and the Aggrieved Employees in compliance with California law.

Ms. Jackson and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal periods. G2, however,

regularly failed to pay Ms. Jackson and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, G2 is liable to Ms. Jackson and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, G2 has wrongfully failed to authorize and permit Ms. Jackson and the Aggrieved Employees to take legally compliant rest periods. G2 regularly required Ms. Jackson and the Aggrieved Employees to work in excess of four consecutive hours a day without G2 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Ms. Jackson and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, G2 continued to assert control over Ms. Jackson and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Ms. Jackson and the Aggrieved Employees permission to take a rest period. Accordingly, G2's policy and practice was to not authorize and permit Ms. Jackson and the Aggrieved Employees to take rest periods in compliance with California law.

Ms. Jackson and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). G2, however, regularly failed to pay Ms. Jackson and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, G2 is liable to Ms. Jackson and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Accurately Calculate Overtime Pay, Sick Pay, and Meal Period Premium Pay When Issuing Non-Discretionary Remuneration

Federal law defining and interpreting "regular rate" under the Fair Labor Standards Act ("FLSA") governs this case. (*Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F.Supp.2d 1122, 1129.) This "construction is supported by California case law and the DLSE Manual, each of which looks to FLSA standards to interpret the 'regular rate of pay' under California law." (*Ibid.*) "Under the FLSA, the 'regular rate' of pay 'at which an employee is employed shall be deemed to include all

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Ms. Jackson and/or the Aggrieved Employees received various forms of bonuses/commissions/incentive payments during pay periods where overtime was worked, but G2 failed to *accurately* factor in the non-discretionary remuneration into their regular rate of pay.

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G2 should have included all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay. Because it did not, G2 is liable to Ms. Jackson and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2).

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amounts.

Moreover, G2 is liable to Ms. Jackson and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 210 for failing to pay all earned wages twice per month.

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Within the applicable statute of limitations, the employment of Ms. Jackson and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, G2 failed, and continues to fail to pay Ms. Jackson and terminated Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of

discharge, or within 72 hours of their leaving G2's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

G2's conduct violates California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Ms. Jackson and the Aggrieved Employees are entitled to recover from G2 their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code section 203.

Moreover, G2 is liable to Ms. Jackson and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her Social Security number or an employee identification number other than a Social Security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, G2 failed to furnish Ms. Jackson and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as "wages earned" and credited as "hours worked" in

wage statements has been a settled issue since at least 2022.

Because G2 violated California Labor Code section 226, Ms. Jackson and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Jackson and similarly Aggrieved Employees are entitled to recover from G2 the greater of their actual damages caused by G2's failure to comply with California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee.

Moreover, G2 is liable to Ms. Jackson and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

California Labor Code section 2802, subdivision (a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, G2 wrongfully required Ms. Jackson and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for G2. Ms. Jackson and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Ms. Jackson and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for G2, but G2 failed to indemnify Ms. Jackson and/or the Aggrieved Employees for these employment-related expenses.

As a result, G2 is liable to Ms. Jackson and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 2802 and 2699, subdivisions (f)(2) for failing to indemnify Ms. Jackson and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Ms. Jackson alleges that G2 violated the following provisions of the California Labor Code with respect to the Aggrieved Employees:

1. California Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. California Labor Code section 226.7 and applicable Wage Orders by failing to provide meal periods;
3. California Labor Code section 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. California Labor Code sections 226.7, 246, 510, and applicable Wage Orders by failing to include all non-discretionary remuneration when calculating overtime pay, sick pay,

and meal period premium pay;

5. California Labor Code section 204 by failing to pay all earned wages two times per month;
6. California Labor Code section 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
7. California Labor Code sections 201 to 203 by willfully failing to pay all wages owed at termination;
8. California Labor Code section 226 by failing to provide accurate itemized wage statements; and
9. California Labor Code section 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Ms. Jackson seeks applicable penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties under California Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

Ms. Jackson has placed G2 on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jesenia Martinez

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Wilshire Law Firm, PLC

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October 29, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

G2 Secure Staff, L.L.C.
400 East Las Colinas Blvd
Suite 750
Irving, TX 75039
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6637 7098 86

1505 Corporation
Agent for Service of Process for:
G2 Secure Staff, L.L.C.
400 East Las Colinas Blvd
Suite 750
Irving, TX 75039
(Via Certified Mail, Return Receipt Requested)
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Re: *Richard Olivarez v. G2 Secure Staff, L.L.C.*
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Richard Olivarez to pursue a California Labor Code Private Attorneys General Act (“PAGA”) representative action (Cal. Lab. Code, §§ 2699, *et seq.*) against Mr. Olivarez’s former employer, G2 Secure Staff, L.L.C. (“G2”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which G2 is alleged to have engaged in with respect to Mr. Olivarez and all other persons who worked for G2 in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (the “Aggrieved Employees”).

Mr. Olivarez wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other Aggrieved Employees.

Mr. Olivarez and the Aggrieved Employees suffered the California Labor Code violations described below.

Mr. Olivarez's Employment with G2

G2 owns or owned and operates or operated an industry, business, and establishment within the State of California. Thus, and based upon all the facts and circumstances incident to G2's business in California, G2 is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code.

Mr. Olivarez worked for G2 in California as an hourly-paid, non-exempt employee between 2021 and 2024. During Mr. Olivarez's employment for G2, G2 paid Mr. Olivarez an hourly wage and classified Mr. Olivarez as non-exempt from overtime. G2 typically scheduled Mr. Olivarez to work at least five days in a workweek and at least eight hours per day, but Mr. Olivarez regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Mr. Olivarez's employment, G2: (1) failed to pay for all hours worked (including minimum, straight time, and overtime wages); (2) failed to provide Mr. Olivarez with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); (3) failed to authorize and permit Mr. Olivarez to take rest periods; (4) failed to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal and rest period premium pay; (5) failed to timely pay all final wages to Mr. Olivarez when G2 terminated Mr. Olivarez's employment; (6) failed to furnish accurate wage statements to Mr. Olivarez; and (7) failed to indemnify Mr. Olivarez for expenditures. As discussed below, Mr. Olivarez's experience working for G2 was typical and illustrative.

G2 Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

California Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, G2 maintained a policy and practice of not paying Mr. Olivarez and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. G2 required Mr. Olivarez and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Mr. Olivarez and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to

pay for all hours worked, G2 also failed to maintain accurate records of the hours Mr. Olivarez and the Aggrieved Employees worked.

The failure to pay for all hours worked also includes a system of time rounding and/or synthetic timekeeping that resulted in unpaid compensation for time worked pre-shift, post-shift, and when meal periods were supposedly recorded. If proven to be implemented by G2, this system resulted, over a period of time, in failing to compensate Mr. Olivarez and the Aggrieved Employees properly for all the time they have actually worked even though the realities of G2's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, this system frequently paid Mr. Olivarez and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, again G2 may have also failed to maintain accurate records of the hours Mr. Olivarez and the Aggrieved Employees worked.

As a result, G2 is liable to Mr. Olivarez and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, G2 wrongfully failed to provide Mr. Olivarez and the Aggrieved Employees with legally compliant meal periods. G2 regularly, but not always, required Mr. Olivarez and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Mr. Olivarez and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, G2 continued to assert control over Mr. Olivarez and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Mr. Olivarez and the Aggrieved Employees permission to take a meal period. G2 also never informed Mr. Olivarez of the right to, nor permitted Mr. Olivarez to take, a second meal period when Mr. Olivarez worked at least 10 hours in a workday. Accordingly, G2's policy and practice was not to provide meal periods to Mr. Olivarez and the Aggrieved Employees in compliance with California law.

Mr. Olivarez and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal periods. G2, however, regularly failed to pay Mr. Olivarez and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, G2 is liable to Mr. Olivarez and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, G2 has wrongfully failed to authorize and permit Mr. Olivarez and the Aggrieved Employees to take legally compliant rest periods. G2 regularly required Mr. Olivarez and the Aggrieved Employees to work in excess of four consecutive hours a day without G2 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Mr. Olivarez and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, G2 continued to assert control over Mr. Olivarez and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Mr. Olivarez and the Aggrieved Employees permission to take a rest period. Accordingly, G2's policy and practice was to not authorize and permit Mr. Olivarez and the Aggrieved Employees to take rest periods in compliance with California law.

Mr. Olivarez and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). G2, however, regularly failed to pay Mr. Olivarez and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, G2 is liable to Mr. Olivarez and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Accurately Calculate Overtime Pay, Sick Pay, and Meal Period Premium Pay When Issuing Non-Discretionary Remuneration

Federal law defining and interpreting "regular rate" under the Fair Labor Standards Act ("FLSA") governs this case. (*Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F.Supp.2d 1122, 1129.) This "construction is supported by California case law and the DLSE Manual, each of which looks to FLSA standards to interpret the 'regular rate of pay' under California law." (*Ibid.*) "Under the FLSA, the 'regular rate' of pay 'at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee,' subject to certain enumerated exceptions." (*Id.* at pp. 1129–30, quoting 29 U.S.C. § 207, subd. (e)(3).) "The burden is on G2 to establish that its bonus payments fall within one of the exceptions in § 207(e)." (*Ibid.*)

The Department of Labor has interpreted section 207 to permit an employer to exclude a “discretionary bonus,” but not a “promised bonus” from the “regular rate” of pay:

Bonuses which are announced to employees to induce them to work more steadily or more rapidly or more efficiently or to remain with the firm are regarded as part of the regular rate of pay. Attendance bonuses, individual or group production bonuses, bonuses for quality and accuracy of work, bonuses contingent upon the employee’s continuing in employment until the time the payment is to be made and the like are in this category. They must be included in the regular rate of pay.

(29 C.F.R. § 778.211 (2011); *see also* DLSE Manual § 49.1.2.4, subd. (3), incorporating 29 C.F.R. § 778.211.)

Mr. Olivarez and/or the Aggrieved Employees received various forms of bonuses/commissions/incentive payments during pay periods where overtime was worked, but G2 failed to *accurately* factor in the non-discretionary remuneration into their regular rate of pay.

As outlined by the California Supreme Court in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878, for purposes of paying sick pay and premiums, “the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning as ‘regular rate of pay’ in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee.”

G2 should have included all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay. Because it did not, G2 is liable to Mr. Olivarez and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2).

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Mr. Olivarez and the Aggrieved Employees for all wages as discussed above, G2 also violated California Labor Code section 204.

Section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, G2 systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by G2, all wages for all rest periods not authorized and permitted by G2, and all wages for all hours worked. As a result, G2 owes employees the legally required wages for unpaid wages, and Mr. Olivarez and the Aggrieved Employees suffered damages in those amounts.

Moreover, G2 is liable to Mr. Olivarez and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 210 for failing to pay all earned wages twice per

month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Mr. Olivarez seeks penalties under California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

G2, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Mr. Olivarez and the Aggrieved Employees.

G2's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Mr. Olivarez and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in G2's records. Therefore, Mr. Olivarez and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to G2. As a direct result, Mr. Olivarez and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel G2 to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of G2's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Mr. Olivarez and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Mr. Olivarez and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, G2 failed, and continues to fail to pay Mr. Olivarez and terminated Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving G2's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

G2's conduct violates California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Mr. Olivarez and the Aggrieved Employees are entitled to recover from G2 their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code section 203.

Moreover, G2 is liable to Mr. Olivarez and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her Social Security number or an employee identification number other than a Social Security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, G2 failed to furnish Mr. Olivarez and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as "wages earned" and credited as "hours worked" in wage statements has been a settled issue since at least 2022.

Because G2 violated California Labor Code section 226, Mr. Olivarez and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Mr.

Olivarez and similarly Aggrieved Employees are entitled to recover from G2 the greater of their actual damages caused by G2's failure to comply with California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee.

Moreover, G2 is liable to Mr. Olivarez and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

California Labor Code section 2802, subdivision (a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, G2 wrongfully required Mr. Olivarez and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for G2. Mr. Olivarez and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Mr. Olivarez and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for G2, but G2 failed to indemnify Mr. Olivarez and/or the Aggrieved Employees for these employment-related expenses.

As a result, G2 is liable to Mr. Olivarez and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 2802 and 2699, subdivisions (f)(2) for failing to indemnify Mr. Olivarez and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Mr. Olivarez alleges that G2 violated the following provisions of the California Labor Code with respect to the Aggrieved Employees:

1. California Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. California Labor Code section 226.7 and applicable Wage Orders by failing to provide meal periods;
3. California Labor Code section 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. California Labor Code sections 226.7, 246, 510, and applicable Wage Orders by failing to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay;
5. California Labor Code section 204 by failing to pay all earned wages two times per month;

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Notice of Labor Code Violations and PAGA

October 29, 2024

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6. California Labor Code section 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
7. California Labor Code sections 201 to 203 by willfully failing to pay all wages owed at termination;
8. California Labor Code section 226 by failing to provide accurate itemized wage statements; and
9. California Labor Code section 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Mr. Olivarez seeks applicable penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties under California Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

Mr. Olivarez has placed G2 on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jesenia Martinez

jesenia.martinez@wilshirelawfirm.com

Wilshire Law Firm, PLC

PROOF OF SERVICE

Noah Barragan, et al. v. G2 Secure Staff LLC, et al.
Los Angeles County Superior Court Case No.: 24STCV28833

I, Virginia Tomlinson, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is virginia.tomlinson@wilshirelawfirm.com.

On **February 28, 2025**, I served the foregoing

FIRST AMENDED COMPLAINT

on the interested parties as follows:

Kathy Gao
Tuyet Lu
GBG LLP
633 West 5th Street, Suite 1500
Los Angeles, California 90071

kathygao@gbgllp.com;
tuyetlu@gbgllp.com;
service@gbgllp.com

Attorneys for Defendant, G2 SECURE STAFF LLC, a Texas Limited Liability Company

(X) **BY E-MAIL:** Based on a court order or an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the persons at the electronic notification addresses listed on the service list above, which is their most recent known email address or e-mail of record in this action. Pursuant to CCP 1013 (b)(1), my electronic service address is virginia.tomlinson@wilshirelawfirm.com

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

Executed on **February 28, 2025**, at Los Angeles, California.


Virginia Tomlinson