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on behalf of himself and others similarly situated

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

KEVIN COOPER, on behalf of himself and
others similarly situated

Plaintiff,

vs.

FORBES SECURITY, INC.; and DOES 1 to
100, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
12/17/2025

Chad Finke, Executive Officer / Clerk of the Court
By: D. Drew Deputy

Case No.: 25CV106915

CLASS AND PAGA ACTION

**PLAINTIFF KEVIN COOPER’S FIRST
AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN**

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**VIOLATION OF LABOR CODE
SECTION 226.7**

- 5. FAILURE TO INDEMNIFY
EMPLOYEES FOR
EMPLOYMENT-RELATED
LOSSES/EXPENDITURES IN
VIOLATION OF LABOR CODE
SECTION 2802**

- 6. FAILURE TO PAY WAGES ON A
WEEKLY BASIS IN VIOLATION
OF LABOR CODE SECTION 201.3**

- 7. FAILURE TO PROVIDE
COMPLETE AND ACCURATE
WAGE STATEMENTS IN
VIOLATION OF LABOR CODE
SECTION 226**

- 8. FAILURE TO TIMELY PAY ALL
EARNED WAGES AND FINAL
PAYCHECKS DUE AT TIME OF
SEPARATION OF EMPLOYMENT
IN VIOLATION OF LABOR CODE
SECTIONS 201, 202, AND 203**

- 9. UNFAIR BUSINESS PRACTICES,
IN VIOLATION OF BUSINESS
AND PROFESSIONS CODE
SECTIONS 17200, ET SEQ.**

- 10. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004(“PAGA”),
LABOR CODE SECTIONS 2698,
ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff KEVIN COOPER (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to plaintiff himself, which are asserted on personal knowledge, against Defendants FORBES SECURITY, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; ; failure to pay security guards wages on a weekly basis; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys’ fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

2. This is also a Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself, and other current and former aggrieved employees of Defendants who worked as hourly non-exempt employees in California during the relevant time period seeking civil penalties associated with Defendants’ violation of the Labor Code based on Defendant’s failure to pay for all hours worked at minimum wage, failure to pay overtime hours worked at the proper overtime rate of pay, failure to pay meal period premium wages at the proper rate of pay, failure to pay rest period premium wages at the proper rate of pay, indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties, failure to pay security guards wages on a weekly basis, statutory penalties for failure to provide accurate wage statements, and statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiffs seek on a representative basis, following

1 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
2 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
3 California, and others aggrieved.

4 **II. JURISDICTION AND VENUE**

5 3. This Court has jurisdiction over Plaintiff's and putative class members' claims for
6 failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the
7 overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods
8 or pay meal period premium wages; failure to authorize or permit all legally required and/or
9 compliant rest periods or pay rest period premium wages; indemnification for all necessary
10 expenditures or losses incurred by employees in direct consequence of discharging their duties; ;
11 failure to pay security guards wages on a weekly basis; statutory penalties for failure to provide
12 accurate wage statements; statutory waiting time penalties in the form of continuation wages for
13 failure to timely pay employees all wages due upon separation of employment; and claims for
14 injunctive relief and restitution under California Business and Professions Code sections 17200, *et*
15 *seq.*, for the following reasons: Defendants operate throughout California; Defendants employed
16 Plaintiff and putative class members in locations throughout California, including but not limited to
17 Alameda County, at Santa Maria Ave & Castro Valley Blvd., Castro Valley, CA 94546; more than
18 two-thirds of putative class members are California citizens; the principal violations of California
19 law occurred in California; no other class actions have been filed against Defendants in the last four
20 (4) years alleging wage and hour violations; the conduct of Defendants forms a significant basis for
21 Plaintiff's and putative class members' claims; and Plaintiff and putative class members seek
22 significant relief from Defendants.

23 **III. PARTIES**

24 4. Plaintiff brings this action on behalf of himself and other members of the general
25 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
26 is filed are current, former, and/or future employees of Defendants as direct employees as well as
27 temporary employees employed through temp agencies who work as hourly non-exempt employees.
28 At all times mentioned herein, the currently named Plaintiff is and was a resident of California and

1 was employed by Defendants in the State of California within the four (4) years prior to the filing
2 of this Complaint.

3 5. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
4 September 1, 2023 until on or about October 29, 2023.

5 6. Defendants employed Plaintiff and other hourly non-exempt employees throughout
6 the State of California and therefore their conduct forms a significant basis of the claims asserted in
7 this matter.

8 7. Defendant FORBES SECURITY, INC. is authorized to do business within the State
9 of California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
10 and at all times relevant hereto were persons acting on behalf of Defendant FORBES SECURITY,
11 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
12 or policies. Defendant FORBES SECURITY, INC. operates in Alameda County and employed
13 Plaintiff and putative class members in Alameda County, including but not limited to, at Santa Maria
14 Ave & Castro Valley Blvd., Castro Valley, CA 94546.

15 8. Defendants DOES 51-100 are individuals unknown to Plaintiff. Each individual
16 Defendants is sued individually in his or her capacity as an agent, shareholder, owner,
17 representative, supervisor, independent contractor and/or employee of each Defendants and
18 participated in the establishment of, or ratification of, the aforementioned illegal wage and hour
19 practices or policies.

20 9. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues said
21 Defendants by said fictitious names and will amend this Complaint when the true names and
22 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
23 by law or by the Court. Each of the fictitiously named Defendants is in some manner responsible
24 for the events and allegations set forth in this Complaint.

25 10. Each Defendant was an employer, was the principal, agent, partner, joint venturer,
26 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
27 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with
28 some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships

1 to some or all of the other Defendants so as to be liable for their conduct with respect to the matters
2 alleged in this Complaint. Defendants acted pursuant to and within the scope of the relationships
3 alleged above, and that at all relevant times, Defendants knew or should have known about,
4 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
5 Defendants. As used in this Complaint, “Defendants” means “Defendants and each of them,” and
6 refers to the Defendants named in the particular cause of action in which the word appears and
7 includes Defendant FORBES SECURITY, INC. and DOES 1 to 100, inclusive.

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9 11. At all times mentioned herein, each Defendants was the co-conspirator, agent,
10 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
11 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
12 permission and consent of each of the other Defendants.

13 12. Plaintiff makes the allegations in this Complaint without any admission that, as to
14 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
15 reserves all of Plaintiff’s rights to plead in the alternative.

16 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

17 13. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order
18 (“Wage Order”), codified at California Code of Regulations, title 8, section 11040, Defendants are
19 employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections.
20 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
21 herein in violation of the Wage Order and the Labor Code.

22 14. **Failure to pay wages for all hours worked at the legal minimum wage:**
23 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
24 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
25 which includes all time that an employee is under the control of the employer and all time the
26 employee is suffered and permitted to work. This includes the time an employee spends, either
27 directly or indirectly, performing services which inure to the benefit of the employer.

28 15. Labor Code sections 1194 and 1197 require an employer to compensate employees
for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the

1 Wage Orders.

2 16. Plaintiff and similarly situated hourly non-exempt employees sometimes worked
3 more minutes per shift than Defendants credited them with having worked. On those occasions,
4 Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable
5 minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures
6 including, but not limited to:

7 (a) Requiring Plaintiff and similarly situated employees to perform closing duties after
8 clocking out, for the end of their shifts, including charging the phone, locking up, and removing
9 uniform.

10 17. Plaintiff and similarly situated employees were not always paid for this time resulting
11 in Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated
12 employees worked.

13 18. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
14 employees to be subject to Defendants' control without paying wages for that time. This resulted in
15 Plaintiff and similarly situated employees working time for which they were not compensated any
16 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 4.

17 19. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under the control of the employer and all time the
21 employee is suffered or permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services which inure to the benefit of the employer.

23 20. Labor Code sections 510 and 1194 and Wage Order 4 require an employer to
24 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
25 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
26 in a workweek:

27 Any work in excess of eight hours in one workday and any work in excess of 40
28 hours in any one workweek and the first eight hours worked on the seventh day of
work in any one workweek shall be compensated at the rate of no less than one and

1 one-half times the regular rate of pay for an employee. Any work in excess of 12
2 hours in one day shall be compensated at the rate of no less than twice the regular
3 rate of pay for an employee. In addition, any work in excess of eight hours on any
4 seventh day of a workweek shall be compensated at the rate of no less than twice the
5 regular rate of pay of an employee. Labor Code section 510; Wage Order 4, §3.

6 21. Defendants sometimes failed to pay Plaintiff and similarly situated employees all
7 wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices,
8 and/or procedures including, but not limited to,

9 (a) Requiring Plaintiff and similarly situated employees to perform closing duties after
10 clocking out, for the end of their shifts, including charging the phone, locking up, and removing
11 uniform.

12 22. Plaintiff and similarly situated employees were not always paid for this time.

13 23. To the extent the employees had already worked 8 hours in the day and on
14 workweeks they had already worked 40 hours in a workweek, the employees should have been paid
15 overtime for this unpaid time. This sometimes resulted in hourly non-exempt employees working
16 time which should have been paid at the legal overtime rate but was not paid any wages in violation
17 of Labor Code sections 510, 1194, and Wage Order 4.

18 24. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
19 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime
20 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

21 25. **Failure to authorize or permit all legally required and compliant meal periods**
22 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
23 exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer
24 than five (5) hours in length and shifts longer than ten (10) hours in length.

25 26. California law requires an employer to authorize or permit an uninterrupted meal
26 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work
27 and a second meal period no later than the employee's tenth hour of work. Labor Code section 512;
28 Wage Order 4, §11. If the employee is not relieved of all duties during a meal period, the meal
period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty"

1 meal period is only permitted when (1) the nature of the work prevents an employee from being
2 relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods.
3 If the employee is not free to leave the work premises or worksite during the meal period, even if
4 the employee is relieved of all other duty during the meal period, the employee is subject to the
5 employer's control and the meal period is counted as time worked. If an employer fails to provide
6 an employee a meal period in accordance with the law, the employer must pay the employee one
7 (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and
8 compliant meal period was not provided. Labor Code section 226.7; Wage Order 4, §11.

9
10 27. Here, Plaintiff and similarly situated employees often worked shifts long enough to
11 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
12 practices, and/or procedures that sometimes resulted in their failure to authorize or permit meal
13 periods to Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-
14 hour period of work as required by law. Such policies, practices, and/or procedures included, but
15 were not limited to,

16 (a) Requiring Plaintiff and similarly situated employees to clock out for their meal
17 breaks and continue to work, due to pressure and lack of relief staff.

18 28. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
19 employees a meal period premium wage of one (1) additional hour of pay at their regular rate of
20 compensation for each workday the employees did not receive all legally required and compliant
21 meal periods. Defendants employed policies and procedures which sometimes resulted in employees
22 not receiving meal period premium wages to compensate them for workdays in which they did not
23 receive all legally required and compliant meal periods.

24 29. The aforementioned policies, practices, and/or procedures of Defendants resulted in
25 Plaintiff and similarly situated employees not always being provided with all legally required and
26 compliant meal periods and/or not receiving premium wages to compensate them for such instances,
27 all in violation of California law.

28 30. **Failure to authorize and permit all legally required and compliant rest periods
and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,

1 including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half
2 (3.5) hours.

3 31. California law requires every employer to authorize and permit an employee a rest
4 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
5 section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest period,
6 the employer must pay the employee one (1) hour of pay at the employee's regular rate of
7 compensation for each workday the employer did not authorize or permit a legally required rest
8 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
9 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
10 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
11 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4, §12.
12 Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 4, §12.
13 Additionally, the rest period requirement "obligates employers to permit – and authorizes employees
14 to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.
15 That is, during rest periods employers must relieve employees of all duties and relinquish control
16 over how employees spend their time. *Id.*

17 32. In this case, Plaintiff and similarly situated employees often worked shifts of more
18 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
19 procedures that sometimes resulted in their failure to authorize or permit all legally required and
20 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or
21 procedures included, but were not limited to,

22 (a) Failing to provide Plaintiffs and similarly situated employees with net ten (10)
23 minute rest breaks for every four (4) hours worked or major fraction thereof, due to pressure and
24 lack of relief staff.

25 33. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
26 employees a rest period premium wage of one (1) additional hour of pay at their regular rate of
27 compensation for each workday the employees did not receive all legally required and compliant
28 rest periods. Defendants employed policies and procedures which sometimes resulted in employees

1 not receiving rest period premium wages to compensate them for workdays in which they did not
2 receive all legally required and compliant rest periods.

3 34. The aforementioned policies, practices, and/or procedures of Defendants resulted in
4 Plaintiff and similarly situated employees not always being provided with all legally required and
5 compliant rest periods and/or not receiving premium wages to compensate them for such instances,
6 all in violation of California law.

7 35. **Failure to indemnify employees for losses and expenditures incurred as part of**
8 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
9 her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
11 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
12 the employer onto the employee. (Labor Code section 2802).

13 36. Defendants employed policies, practices, and/or procedures of impermissibly
14 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
15 practices, and/or procedures included, but were not limited to, requiring Plaintiff and similarly
16 situated employees to use or purchase their own tools and/or resources in order to work for
17 Defendants, including but not limited to their money for work-related purposes - without always
18 reimbursing Plaintiff and similarly situated employees for such use.

19 37. The costs incurred by Plaintiff and similarly situated employees to use or purchase
20 their own tools and/or resources for their mandatory compliance with Defendants’ aforementioned
21 policies, practices, and/or procedures were significant as a result of their employment with
22 Defendants.

23 38. Defendants employed policies and procedures which sometimes resulted in Plaintiff
24 and similarly situated employees not receiving indemnification for the aforementioned necessary
25 expenditures incurred as a result of their employment with Defendants.

26 39. Defendants’ aforementioned policies, practices, and/or procedures resulted in
27 Plaintiff and similarly situated employees not always receiving indemnification for employment-
28 related expenditures, in violation of Labor Code section 2802.

1 40. **Failure to wages on a weekly basis to Plaintiff and similarly situated security**
2 **guards:** Pursuant to Labor Code section 201.3(b)(1)(B), Defendants were required to pay Plaintiff
3 and similarly situated security guards no less than weekly.

4 41. Defendants, however, pursuant to their payroll policies, practices, and/or procedures
5 paid Plaintiff and similarly situated security guards on a bi-weekly basis.

6 42. These payroll policies, practices, and/or procedures resulted in Defendants' failure
7 to timely pay Plaintiff and similarly situated security guards not on a weekly basis as required by
8 California law.

9 43. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
10 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
11 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
12 worked by the employee, except for any employee whose compensation is solely based on a salary
13 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
14 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
16 all deductions made on written orders of the employee may be aggregated and shown as one item,
17 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
18 the name of the employee and his or her social security number, (8) the name and address of the
19 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
20 and the corresponding number of hours worked at each hourly rate by the employee."

21 44. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants
22 sometimes failed to provide accurate wage and hour statements to him and other similarly situated
23 employees who were subject to Defendants' control for uncompensated time and who did not
24 receive all their earned wages (including minimum wages, overtime wages, meal period premium
25 wages, and/or rest period premium wages), in violation of Labor Code section 226.

26 45. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
27 timely after an employee's employment ends. The wages are due immediately upon termination or
28 within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

1 46. Plaintiff alleges that he and other similarly situated employees, were not always paid
2 their final wages in a timely manner as required by Labor Code section 203. Minimum wages for
3 all hours worked, overtime wages for overtime hours worked, meal period premium wages, and/or
4 rest period premium wages (all described above), were not always paid at the time of Plaintiff's and
5 other similarly situated employees' separation of employment, whether voluntarily or involuntarily,
6 as required by Labor Code sections 201, 202, and 203.

7 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

8 47. Plaintiff brings this action on behalf of himself, on behalf of others similarly situated,
9 and on behalf of the general public, and as members of a Class defined as follows:

10 A. **Minimum Wage Class:** All current and former hourly non-exempt
11 employees employed by Defendants as direct employees as well as temporary employees employed
12 through temp agencies in California at any time from four (4) years prior to the filing of the initial
13 Complaint in this matter through the date notice is mailed to a certified class who were not paid at
14 least minimum wage for all time they were subject to Defendants' control.

15 B. **Overtime Class:** All current and former hourly non-exempt employees
16 employed by Defendants as direct employees as well as temporary employees employed through
17 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
18 in this matter through the date notice is mailed to a certified class who worked more than eight (8)
19 hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom
20 Defendants did not pay overtime wages.

21 C. **Meal Period Class:** All current and former hourly non-exempt employees
22 employed by Defendants as direct employees as well as temporary employees employed through
23 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
24 in this matter through the date notice is mailed to a certified class who worked shifts more than five
25 (5) hours yet Defendants failed to authorize or permit all required duty-free meal periods of not less
26 than thirty (30) minutes.

27 D. **Rest Period Class:** All current and former hourly non-exempt employees
28 employed by Defendants as direct employees as well as temporary employees employed through

1 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
2 in this matter through the date notice is mailed to a certified class who worked shifts of at least three-
3 and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net ten (10) minutes
4 for every four (4) hours worked or major fraction thereof.

5 E. **Indemnification Class:** All current and former hourly non-exempt
6 employees employed by Defendants as direct employees as well as temporary employees employed
7 through temp agencies in California at any time from four (4) years prior to the filing of the initial
8 Complaint in this action through the date notice is mailed to a certified class and who did not receive
9 indemnification to reimburse them for the necessary expenditures incurred in the discharge of their
10 duties.

11 F. **Weekly Wages Class:** All current and former hourly non-exempt security
12 guards employed by Defendants in California at any time from four (4) years prior to the filing of
13 the initial Complaint in this matter through the date notice is mailed to a certified class who
14 Defendants paid any less frequently than weekly.

15 G. **Wage Statement Class:** All current and former hourly non-exempt
16 employees employed by Defendants as direct employees as well as temporary employees employed
17 through temp agencies in California at any time from one (1) year prior to the filing of the initial
18 Complaint in this action through the date notice is mailed to a certified class who received inaccurate
19 or incomplete wage and hour statements.

20 H. **Waiting Time Class:** All current and former hourly non-exempt employees
21 employed by Defendants as direct employees as well as temporary employees employed through
22 temp agencies in California at any time from three (3) years prior to the filing of the initial Complaint
23 in this action through the date notice is mailed to a certified class who did not receive payment of
24 all unpaid wages upon separation of employment within the statutory time period.

25 I. **California Class:** All aforementioned classes are herein collectively referred
26 to as the "California Class."

27 48. There is a well-defined community of interest in the litigation and the classes are
28 ascertainable:

1 A. **Numerosity:** While the exact number of class members in each class is
2 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
3 all members is impractical under the circumstances of this case.

4 B. **Common Questions Predominate:** Common questions of law and fact exist
5 as to all members of the Plaintiff classes and predominate over any questions that affect only
6 individual members of each class. The common questions of law and fact include, but are not limited
7 to:

8 i. Whether Defendants violated Labor Code sections 1194 and 1197 by
9 not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members
10 were subject to Defendants' control;

11 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
12 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
13 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
14 a workweek;

15 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
16 well as the applicable Wage Order, by employing the Meal Period Class Members without providing
17 all compliant and/or required meal periods and/or paying meal period premium wages;

18 iv. Whether Defendants violated Labor Code section 226.7 by employing
19 the Rest Period Class Members without providing all compliant and/or required rest periods and/or
20 paying rest period premium wages;

21 v. Whether Defendants violated Labor Code section 2802 by failing to
22 provide Indemnification Class Members with reimbursement of costs to compensate them for the
23 necessary expenditures incurred in the discharge of their duties;

24 vi. Whether Defendants violated Labor Code section 201.3(b)(1)(B) by
25 failing to pay the Weekly Wages Class Members less frequently than weekly;

26 vii. Whether Defendants failed to provide the Wage Statement Class
27 Members with accurate itemized statements at the time they received their itemized statements;

28 viii. Whether Defendants failed to provide the Waiting Time Class

Members with all of their earned wages upon separation of employment within the statutory time period;

ix. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code sections 17200, *et seq.*;

x. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

xi. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xii. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to Class Members as a whole.

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime hours worked. Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required rest periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as compensation. Plaintiff and members of the Indemnification Class sustained damages from Defendants' failure to provide reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties. Plaintiff and the members of the Weekly Wages Class are entitled to penalties arising from Defendants' failure to pay them on a basis no less frequently than weekly. Plaintiff and members of the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with accurate itemized wage statements in compliance with Labor Code section 226. Plaintiff and members of the Waiting Time Class

sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due upon separation of employment within the statutory time limit.

D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the other class members.

E. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of each class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references or by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

**FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM
WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

(Against All Defendants by Plaintiff and the Minimum Wage Class)

49. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

1 50. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were
2 hourly non-exempt employees of Defendants.

3 51. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
4 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
5 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
6 effect during the time the employees earned the wages.

7 52. Defendants' policies, practices, and/or procedures required Plaintiff and the
8 Minimum Wage Class to be engaged, suffered, or permitted to work without always being paid
9 wages for all of the time in which they were subject to Defendants' control.

10 53. Defendants employed policies, practices, and/or procedures including, but not
11 limited to,

12 (a) Requiring Plaintiff and the Minimum Wage Class to perform closing duties after
13 clocking out, for the end of their shifts, including charging the phone, locking up, and removing
14 uniform.

15 54. Plaintiff and the Minimum Wage Class were not always paid for this time resulting
16 in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage
17 Class worked.

18 55. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class
19 have suffered damages in an amount subject to proof, to the extent that they were not paid wages at
20 a minimum wage rate for all hours worked.

21 56. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage
22 Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the
23 amount of their unpaid minimum wage, and attorneys' fees and costs.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE**

26 **SECTIONS 510 and 1194**

27 **(Against All Defendants by Plaintiff and the Overtime Class)**

28 57. Plaintiff incorporates by reference and re-alleges each and every allegation contained

1 in this pleading as though fully set forth herein.

2 58. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly
3 non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage
4 Order 4.

5 59. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 4 , hourly non-
6 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight
7 (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
8 workweek.

9 60. Labor Code section 510, subdivision (a), states in relevant part:

11 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
12 one workday and any work in excess of 40 hours in any one workweek and the first
13 eight hours worked on the seventh day of work in any one workweek shall be
14 compensated at the rate of no less than one and one-half times the regular rate of pay
15 for an employee. Any work in excess of 12 hours in one day shall be compensated at
16 the rate of no less than twice the regular rate of pay for an employee. In addition, any
17 work in excess of eight hours on any seventh day of a workweek shall be compensated
18 at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
19 section requires an employer to combine more than one rate of overtime
20 compensation in order to calculate the amount to be paid to an employee for any hour
21 of overtime work.

22 61. Further, Labor Code section 1198 provides,

23 The maximum hours of work and the standard conditions of labor fixed by the
24 commission shall be the maximum hours of work and the standard conditions of labor
25 for employees. The employment of any employee for longer hours than those fixed
26 by the order or under conditions of labor prohibited by the order is unlawful.

27 62. Despite California law requiring employers to pay employees a higher rate of pay for
28 all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,
and on the seventh day of work in a workweek, Defendants occasionally failed to pay all overtime
wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

63. Specifically, Defendants' employed policies, practices, and/or procedures including,
but not limited to,

(a) Requiring Plaintiff and the Overtime Class to perform closing duties after clocking
out, for the end of their shifts, including charging the phone, locking up, and removing uniform.

64. Plaintiff and the Overtime Class were not always paid for this time.

65. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime Class being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

66. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have suffered damages in an amount subject to proof, to the extent that they were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

67. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

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THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR

CODE SECTIONS 512 AND 226.7

(Against All Defendants by Plaintiff and the Meal Period Class)

68. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

69. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and the Wage Order.

70. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct.*

1 (*Hohnbaum*) (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work
2 site or facility during the meal period, the meal period must be paid. This is true even where the
3 employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw*
4 (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive
5 a required meal or rest period that “the employer shall pay the employee one additional hour of pay
6 at the employee’s regular rate of compensation for each work day that the meal or rest period is not
7 provided.”
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15 71. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle
16 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,
17 and/or procedures that sometimes resulted in their failure to authorize or permit meal periods to
18 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
19 work as required by law. Such policies, practices, and/or procedures included, but were not limited
20 to,

21 (a) Requiring Plaintiff and the Meal Period Class to clock out for their meal breaks and
22 continue to work, due to pressure and lack of relief staff.

23 72. Additionally, Defendants sometimes failed to pay Plaintiff and the Meal Period Class
24 one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
25 required and legally compliant meal periods. Defendants lacked a policy and procedure for
26 compensating Plaintiff and the Meal Period Class with premium wages when they did not receive
27 all legally required and legally compliant meal periods.

28 73. Defendants’ unlawful conduct alleged herein occurred in the course of employment

1 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
2 Complaint.

3 74. Because Defendants sometimes failed to provide employees with meal periods in
4 compliance with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1)
5 hour of additional pay at the regular rate of compensation for each workday that Defendants did not
6 provide all legally required and legally compliant meal periods, pursuant to Labor Code section
7 226.7 and the Wage Order.

8 75. Plaintiff, on behalf of himself and the Meal Period Class seeks damages and all other
9 relief allowable, including a meal period premium wage for each workday Defendants failed to
10 provide all legally required and legally compliant meal periods, plus pre-judgment interest.

11 **FOURTH CAUSE OF ACTION**
12 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
13 **OF LABOR CODE SECTION 226.7**

14 **(Against All Defendants by Plaintiff and the Rest Period Class)**

15 76. Plaintiff incorporates by reference and re-alleges each and every allegation contained
16 in this pleading as though fully set forth herein.

17 77. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
18 employees of Defendants, covered by Labor Code section 226.7 and Wage Order 4.

19 78. California law requires that “[e]very employer shall authorize and permit all
20 employees to take rest periods, which insofar as practicable shall be in the middle of each work
21 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
22 ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 4, §12.
23 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
24 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
25 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
26 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates
27 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
28 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must

1 relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If
2 an employer fails to provide an employee a rest period in accordance with the applicable provisions
3 of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular
4 rate of compensation for each work day that the rest period is not provided." Wage Order 4, §12;
5 Labor Code section 226.7.

6 79. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than
7 three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
8 procedures that occasionally resulted in their failure to authorize or permit all legally required and
9 compliant rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or
10 procedures included, but were not limited to, Defendants' policy, practice, and/or procedure of,
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15 (a) Failing to provide Plaintiff and the Rest Period Class with net ten (10) minute rest
16 breaks for every four (4) hours worked or major fraction thereof, due to pressure and lack of relief
17 staff.

18 80. Additionally, Defendants occasionally failed to pay Plaintiff and the Rest Period
19 Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
20 required and legally compliant rest periods. Defendants lacked a policy and procedure for
21 compensating Plaintiff and the Rest Period Class with premium wages when they did not receive all
22 legally required and legally compliant rest periods.

23 81. Defendants' unlawful conduct alleged herein occurred in the course of employment
24 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
25 Complaint.

26 82. Because Defendants failed to provide employees with rest periods in compliance
27 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of
28 additional pay at the regular rate of compensation for each workday that Defendants did not provide

1 all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7 and the
2 Wage Order.

3 83. Plaintiff, on behalf of himself and the Rest Period Class seeks damages and all other
4 relief allowable, including a rest period premium wage for each workday Defendants failed to
5 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**
8 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

9 **(Against All Defendants by Plaintiff and the Indemnification Class)**

10 84. Plaintiff incorporates by reference and re-alleges each and every allegation contained
11 in this pleading as though fully set forth herein.

12 85. Plaintiff and members of the Indemnification Class have been employed by
13 Defendants in the State of California. Labor Code section 2802(a) states that “[a]n employer shall
14 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
15 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
16 of the employer...” An employer is prohibited from passing the ordinary business expenses and
17 losses of the employer onto the employee. (Labor Code section 2802).

18 86. Defendants sometimes violated Labor Code section 2802 by employing policies,
19 practices, and/or procedures of impermissibly passing business-related expenses to Plaintiff and
20 Indemnification Class Members. These policies, practices, and/or procedures included, but were not
21 limited to, requiring Plaintiff and Indemnification Class Members to use or purchase their own tools
22 and/or resources in order to work for Defendants, including but not limited to their money for work-
23 related purposes - without reimbursing Plaintiff and Indemnification Class Members for such use.

24 87. The costs incurred by Plaintiff and Indemnification Class Members to use or
25 purchase their own tools and/or resources for their mandatory compliance with Defendants’
26 aforementioned policies, practices, and/or procedures were significant as a result of their
27 employment with Defendants.

28 88. Moreover, Defendants employed policies and procedures which sometimes resulted

1 in Plaintiff and Indemnification Class Members not receiving indemnification for all necessary
2 expenditures or losses incurred by them in direct consequence of discharging their duties.
3 Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and
4 Indemnification Class Members not receiving indemnification for employment-related expenditures
5 in compliance with California law.

6 89. Because Defendants sometimes failed to indemnify employees for the necessary
7 expenditures incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification
8 Class Members for monies to compensate them for such expenditures or losses pursuant to Labor
9 Code section 2802.

10 90. As a direct and proximate result of Defendants' violation of Labor Code section
11 2802, Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary
12 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of themselves and
13 on behalf of the Indemnification Class, seeks damages and all other relief allowable including
14 indemnification for all employment-related expenses as well as ordinary business expenses incurred
15 by Defendants and passed on to Plaintiff and Indemnification Class Members, pursuant to Labor
16 Code section 2802.

17 91. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members
18 are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES ON A WEEKLY BASIS IN VIOLATION OF LABOR CODE**

21 **SECTION 201.3**

22 **(Against All Defendants by Plaintiff and the Weekly Wages Class)**

23 92. Plaintiff incorporates by reference and re-alleges each and every allegation contained
24 in this pleading as though fully set forth herein.

25 93. Plaintiff and the Weekly Wages Class have been employed by Defendants in the
26 State of California. In California, if an employee of a temporary services employer is assigned to
27 work for a client, that employee's wages are due and payable no less frequently than weekly,
28 regardless when the assignment ends, and wages for work performed during any calendar week shall

1 be due and payable not later than the regular payday of the following calendar week. Labor Code
2 §201.3.

3 94. Plaintiff alleges that Defendants are “temporary services employer(s)” as defined by
4 Labor Code section 201.3 and that Defendants failed to timely pay Plaintiff’s and the Weekly Wages
5 Class members’ earned wages (including minimum wages, overtime wages, meal period premium
6 wages and/or rest period premium wages) in a timely manner as Plaintiff and the Weekly Wages
7 Class were not paid on a weekly, or more frequent, basis in violation of California law.

8 95. Defendants’ aforementioned policies, practices, and/or procedures resulted in their
9 failure to pay Plaintiff and the Weekly Wage Class their earned wages within the applicable time
10 frames outlined in Labor Code section 201.3.

11 96. Defendants’ failure to pay Plaintiff and the Weekly Wages Class their earned wages
12 in accordance with Labor Code section 201.3 was willful. Defendants had the ability to timely pay
13 all wages earned by hourly workers in accordance with Labor Code section 201.3, but intentionally
14 adopted policies or practices incompatible with the requirements of Labor Code section 201.3. When
15 Defendants failed to timely pay Plaintiff and the Weekly Wages all earned wages, they knew what
16 they were doing and intended to do what they did.

17 97. Pursuant to Labor Code section 201.3(c), Plaintiff and the Weekly Wages Class are
18 entitled to continuation of their wages, from the day their earned and unpaid wages were due until
19 paid, up to a maximum of thirty (30) days.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
22 **VIOLATION OF LABOR CODE SECTION 226**

23 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

24 98. Plaintiff incorporates by reference and re-alleges each and every allegation contained
25 in this pleading as though fully set forth herein.

26 99. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were
27 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

28 100. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage

Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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.

101. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants sometimes failed to provide accurate wage and hour statements to him and the Wage Statement Class who were subject to Defendants' control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

102. Defendants provided Plaintiff and the Wage Statement Class with itemized statements which stated inaccurate information including, but not limited to, the number of hours worked, the gross wages earned, and the net wages earned.

103. Defendants' occasional failure to provide Plaintiff and the Wage Statement Class with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided wage statements they knew were not accurate. Defendants knowingly and intentionally put in place practices which deprived employees of wages and resulted in Defendants knowingly and intentionally providing inaccurate wage statements. These practices included Defendants' failure to include all hours worked and all wages due.

104. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class have suffered injury. The absence of accurate information on their wage statements has prevented

1 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical
2 computations to determine the amount of wages owed, and will cause difficulty and expense in
3 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
4 inaccurate information about wages and amounts deducted from wages to state and federal
5 government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate
6 in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class
7 from having to reconstruct time and pay records than if Defendants had complied with their legal
8 obligations.

9
10 105. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
11 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
12 violation occurred and one hundred dollars per employee per violation for each subsequent pay
13 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

14 106. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
15 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
16 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
17 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
18 Code section 226(a) and currently employed Wage Statement Class members have no adequate legal
19 remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful
20 conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with
21 Labor Code section 226(a).

22 107. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement
23 Class are entitled to recover the full amount of penalties due under section 226(e), reasonable
24 attorneys' fees, and costs of suit.

25 **EIGHTH CAUSE OF ACTION**

26 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

27 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

28 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

108. Plaintiff incorporates by reference and re-alleges each and every allegation contained

1 in this pleading as though fully set forth herein.

2 109. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
3 employees of Defendants, covered by Labor Code sections 201 and 202.

4 110. An employer is required to pay all unpaid wages timely after an employee's
5 employment ends. The wages are due immediately upon termination or within seventy-two (72)
6 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
7 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
8 resignation. *Id.*

9 111. Defendants sometimes failed to pay Plaintiff and the Waiting Time Class, all wages
10 earned and unpaid prior to separation of employment, in accordance with either Labor Code section
11 201 or 202. At all relevant times within the limitations period applicable to this cause of action,
12 Defendants maintained a policy or practice of not paying hourly employees all earned wages timely
13 upon separation of employment.

14 112. Defendants' failure to always pay Plaintiff and the Waiting Time Class all wages
15 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
16 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
17 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
18 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
19 202. Defendants' practices include failing to pay at least minimum wage for all time worked,
20 overtime wages for all overtime hours worked, meal period premium wages, and/or rest period
21 premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned
22 wages timely upon separation of employment, they knew what they were doing and intended to do
23 what they did.

24 113. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
25 Class are entitled to all wages earned prior to separation of employment that Defendants have yet to
26 pay them.

27 114. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled
28 to continuation of their wages, from the day their earned and unpaid wages were due until paid, up

1 to a maximum of thirty (30) days.

2 115. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
3 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
4 earned prior to separation of employment.

5 116. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
6 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
7 wages owed under Labor Code section 203.

8 117. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
9 unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and
10 reasonable attorney's fees and costs under Labor Code section 218.5.

11 **NINTH CAUSE OF ACTION**

12 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**
13 **CODE SECTIONS 17200, ET SEQ.**

14 **(Against All Defendants by Plaintiff and the California Class)**

15 118. Plaintiff incorporates by reference and re-alleges each and every allegation contained
16 in this pleading as though fully set forth herein.

17 119. The unlawful conduct of Defendants alleged herein constitutes unfair competition
18 within the meaning of Business and Professions Code section 17200. This unfair conduct includes
19 Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees
20 at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages
21 for all overtime hours worked; failure to authorize or permit all legally required and/or compliant
22 meal periods or pay meal period premium wages; failure to authorize or permit all legally required
23 and/or compliant rest periods or pay rest period premium wages; failure to indemnify all necessary
24 expenditures or losses incurred in direct consequence of discharging duties; failure to pay security
25 guards wages on a weekly basis; failure to provide accurate wage and hour statements; and failure
26 to timely pay all wages due upon separation of employment. Due to their unfair and unlawful
27 business practices in violation of the Labor Code, Defendants have gained a competitive advantage
28 over other comparable companies doing business in the State of California that comply with their

1 obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours
2 worked; authorize or permit all legally required and/or compliant meal periods or pay meal period
3 premium wages; authorize or permit all legally required and/or compliant rest periods or pay rest
4 period premium wages; indemnify all necessary expenditures or losses incurred in direct
5 consequence of discharging duties; failure to pay security guards wages on a weekly basis; provide
6 accurate wage and hour statements; and timely pay all wages due upon separation of employment.

7
8 120. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
9 California Class have suffered injury in fact and lost money or property, as described in more detail
10 above.

11 121. Pursuant to Business and Professions Code section 17203, Plaintiff and the
12 California Class are entitled to restitution of all wages and other monies rightfully belonging to them
13 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
14 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
15 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
16 of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable
17 attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

18 **TENTH CAUSE OF ACTION**

19 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL**

20 **ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

21 **(Against All Defendants by Plaintiff)**

22 122. Plaintiff incorporates all paragraphs above as though fully set herein.

23 123. During Plaintiff's employment and continuing through the present, Plaintiff alleges
24 Defendants violated Labor Code sections 201, 201.3, 202, 203, 226, 226.7, 510, 512, 1194, 1197,
25 2802 and the applicable IWC Wage Orders.

26 124. **Failure to pay wages for all hours worked at the legal minimum wage:**
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
28 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
which includes all time that an employee is under the control of the employer and all time the

1 employee is suffered and permitted to work. This includes the time an employee spends, either
2 directly or indirectly, performing services which inure to the benefit of the employer.

3 125. Labor Code sections 1194 and 1197 require an employer to compensate employees
4 for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the
5 Wage Orders.

6 126. Plaintiff and similarly situated hourly non-exempt employees sometimes worked
7 more minutes per shift than Defendants credited them with having worked. On those occasions,
8 Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable
9 minimum wage for all hours worked due to Defendants’ policies, practices, and/or procedures
10 including, but not limited to:

11 (b) Requiring Plaintiff and similarly situated employees to perform closing duties after
12 clocking out, for the end of their shifts, including charging the phone, locking up, and removing
13 uniform.

14 127. Plaintiff and similarly situated employees were not always paid for this time resulting
15 in Defendants’ failure to pay minimum wage for all the hours Plaintiff and similarly situated
16 employees worked.

17 128. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
18 employees to be subject to Defendants’ control without paying wages for that time. This resulted in
19 Plaintiff and similarly situated employees working time for which they were not compensated any
20 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 4.

21 129. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
22 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
23 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
24 which includes all time that an employee is under the control of the employer and all time the
25 employee is suffered or permitted to work. This includes the time an employee spends, either
26 directly or indirectly, performing services which inure to the benefit of the employer.

27 130. Labor Code sections 510 and 1194 and Wage Order 4 require an employer to
28 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a

workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Labor Code section 510; Wage Order 4, §3.

131. Defendants sometimes failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

(b) Requiring Plaintiff and similarly situated employees to perform closing duties after clocking out, for the end of their shifts, including charging the phone, locking up, and removing uniform.

132. Plaintiff and similarly situated employees were not always paid for this time.

133. To the extent the employees had already worked 8 hours in the day and on workweeks they had already worked 40 hours in a workweek, the employees should have been paid overtime for this unpaid time. This sometimes resulted in hourly non-exempt employees working time which should have been paid at the legal overtime rate but was not paid any wages in violation of Labor Code sections 510, 1194, and Wage Order 4.

134. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

135. **Failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages:** Defendants often employed hourly non-exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer than five (5) hours in length and shifts longer than ten (10) hours in length.

136. California law requires an employer to authorize or permit an uninterrupted meal

1 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work
2 and a second meal period no later than the employee's tenth hour of work. Labor Code section 512;
3 Wage Order 4, §11. If the employee is not relieved of all duties during a meal period, the meal
4 period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty"
5 meal period is only permitted when (1) the nature of the work prevents an employee from being
6 relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods.
7 If the employee is not free to leave the work premises or worksite during the meal period, even if
8 the employee is relieved of all other duty during the meal period, the employee is subject to the
9 employer's control and the meal period is counted as time worked. If an employer fails to provide
10 an employee a meal period in accordance with the law, the employer must pay the employee one
11 (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and
12 compliant meal period was not provided. Labor Code section 226.7; Wage Order 4, §11.

13 137. Here, Plaintiff and similarly situated employees often worked shifts long enough to
14 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
15 practices, and/or procedures that sometimes resulted in their failure to authorize or permit meal
16 periods to Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-
17 hour period of work as required by law. Such policies, practices, and/or procedures included, but
18 were not limited to,

19 (b) Requiring Plaintiff and similarly situated employees to clock out for their meal
20 breaks and continue to work, due to pressure and lack of relief staff.

21 138. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
22 employees a meal period premium wage of one (1) additional hour of pay at their regular rate of
23 compensation for each workday the employees did not receive all legally required and compliant
24 meal periods. Defendants employed policies and procedures which sometimes resulted in employees
25 not receiving meal period premium wages to compensate them for workdays in which they did not
26 receive all legally required and compliant meal periods.

27 139. The aforementioned policies, practices, and/or procedures of Defendants resulted in
28 Plaintiff and similarly situated employees not always being provided with all legally required and

compliant meal periods and/or not receiving premium wages to compensate them for such instances, all in violation of California law.

140. **Failure to authorize and permit all legally required and compliant rest periods and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees, including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half (3.5) hours.

141. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the employer did not authorize or permit a legally required rest period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4, §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 4, §12. Additionally, the rest period requirement "obligates employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

142. In this case, Plaintiff and similarly situated employees often worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that sometimes resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or procedures included, but were not limited to,

(b) Failing to provide Plaintiffs and similarly situated employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof, due to pressure and lack of relief staff.

1 143. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
2 employees a rest period premium wage of one (1) additional hour of pay at their regular rate of
3 compensation for each workday the employees did not receive all legally required and compliant
4 rest periods. Defendants employed policies and procedures which sometimes resulted in employees
5 not receiving rest period premium wages to compensate them for workdays in which they did not
6 receive all legally required and compliant rest periods.

7 144. The aforementioned policies, practices, and/or procedures of Defendants resulted in
8 Plaintiff and similarly situated employees not always being provided with all legally required and
9 compliant rest periods and/or not receiving premium wages to compensate them for such instances,
10 all in violation of California law.

11 145. **Failure to indemnify employees for losses and expenditures incurred as part of**
12 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
13 her employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
15 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
16 the employer onto the employee. (Labor Code section 2802).

17 146. Defendants employed policies, practices, and/or procedures of impermissibly
18 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
19 practices, and/or procedures included, but were not limited to, requiring Plaintiff and similarly
20 situated employees to use or purchase their own tools and/or resources in order to work for
21 Defendants, including but not limited to their money for work-related purposes - without always
22 reimbursing Plaintiff and similarly situated employees for such use.

23 147. The costs incurred by Plaintiff and similarly situated employees to use or purchase
24 their own tools and/or resources for their mandatory compliance with Defendants’ aforementioned
25 policies, practices, and/or procedures were significant as a result of their employment with
26 Defendants.

27 148. Defendants employed policies and procedures which sometimes resulted in Plaintiff
28 and similarly situated employees not receiving indemnification for the aforementioned necessary

1 expenditures incurred as a result of their employment with Defendants.

2 149. Defendants' aforementioned policies, practices, and/or procedures resulted in
3 Plaintiff and similarly situated employees not always receiving indemnification for employment-
4 related expenditures, in violation of Labor Code section 2802.

5 150. **Failure to wages on a weekly basis to Plaintiff and similarly situated security**
6 **guards:** Pursuant to Labor Code section 201.3(b)(1)(B), Defendants were required to pay Plaintiff
7 and similarly situated security guards no less than weekly.

8 151. Defendants, however, pursuant to their payroll policies, practices, and/or procedures
9 paid Plaintiff and similarly situated security guards on a bi-weekly basis.

10 152. These payroll policies, practices, and/or procedures resulted in Defendants' failure
11 to timely pay Plaintiff and similarly situated security guards not on a weekly basis as required by
12 California law.

13 153. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
14 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
15 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
16 worked by the employee, except for any employee whose compensation is solely based on a salary
17 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
18 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
19 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
20 all deductions made on written orders of the employee may be aggregated and shown as one item,
21 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
22 the name of the employee and his or her social security number, (8) the name and address of the
23 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
24 and the corresponding number of hours worked at each hourly rate by the employee."

25 154. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants
26 sometimes failed to provide accurate wage and hour statements to him and other similarly situated
27 employees who were subject to Defendants' control for uncompensated time and who did not
28 receive all their earned wages (including minimum wages, overtime wages, meal period premium

wages, and/or rest period premium wages), in violation of Labor Code section 226.

155. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

156. Plaintiff alleges that he and other similarly situated employees, were not always paid their final wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours worked, overtime wages for overtime hours worked, meal period premium wages, and/or rest period premium wages (all described above), were not always paid at the time of Plaintiff's and other similarly situated employees' separation of employment, whether voluntarily or involuntarily, as required by Labor Code sections 201, 202, and 203.

157. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

158. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On October 2, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

159. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

160. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 2802, beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

1 a. For violations of Labor Code sections 201, 202, 203, 206, 226.7, and 2802;
2 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
3 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
4 violation [penalty amounts established by Labor Code section 2699(f)(2)].

5 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
6 for each employee for each pay period for the initial violation, and for each subsequent violation,
7 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
8 established by Labor Code section 226.3].

9 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
10 employee for each pay period for the initial violation, and for each subsequent violation, one
11 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
12 established by Labor Code section 558] and any unpaid wages.

13 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
14 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
15 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
16 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

17 161. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
18 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE**
21 **SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

22 **ON ALL CAUSES OF ACTION:**

23 1. That the Court determine that this action may be maintained as a class action (for the
24 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
25 Procedure section 382 and any other applicable law;

26 2. That the named Plaintiff be designated as a class representative for the California
27 Class (and all sub-classes thereof);

28 3. For a declaratory judgment that the policies, practices, and/or procedures complained

1 herein are unlawful; and

2 4. For an injunction against Defendants enjoining them, and any and all persons acting
3 in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures
4 set forth herein.

5 **ON THE FIRST CAUSE OF ACTION:**

6 1. That Defendants be found to have violated the minimum wage provisions of the
7 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

8 2. For damages, according to proof, including but not limited to unpaid wages;

9 3. For any and all legally applicable penalties;

10 4. For liquidated damages pursuant to Labor Code section 1194.2;

11 5. For pre-judgment interest, including but not limited to that recoverable under Labor
12 Code section 1194, and post-judgment interest;

13 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
14 under Labor Code section 1194;

15 7. For pre-judgment interest, including but not limited to that recoverable under Labor
16 Code section 218.6, and post-judgment interest; and

17 8. For such other further relief, in law and/or equity, as the Court deems just or
18 appropriate.

19 **ON THE SECOND CAUSE OF ACTION:**

20 1. That Defendants be found to have violated the overtime provisions of the Labor Code
21 and the IWC Wage Order as to Plaintiff and the Overtime Class;

22 2. For damages, according to proof, including but not limited to unpaid wages;

23 3. For any and all legally applicable penalties;

24 4. For pre-judgment interest, including but not limited to that recoverable under Labor
25 Code section 1194, and post-judgment interest;

26 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
27 under Labor Code section 1194; and

28 6. For such other further relief, in law and/or equity, as the Court deems just or

1 appropriate.

2 **ON THE THIRD CAUSE OF ACTION:**

3 1. That Defendants be found to have violated the meal period provisions of the Labor
4 Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

5 2. For damages, according to proof, including unpaid premium wages;

6 3. For any and all legally applicable penalties;

7 4. For pre-judgment interest, including but not limited to that recoverable under Labor
8 Code section 218.6, and post-judgment interest; and

9 5. For such other further relief, in law and/or equity, as the Court deems just or
10 appropriate.

11 **ON THE FOURTH CAUSE OF ACTION:**

12 1. That Defendants be found to have violated the rest period provisions of the Labor
13 Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

14 2. For damages, according to proof, including unpaid premium wages;

15 3. For any and all legally applicable penalties;

16 4. For pre-judgment interest, including but not limited to that recoverable under Labor
17 Code section 218.6, and post-judgment interest; and

18 5. For such other further relief, in law and/or equity, as the Court deems just or
19 appropriate.

20 **ON THE FIFTH CAUSE OF ACTION:**

21 1. That the Defendants be found to have violated the indemnification provisions of the
22 Labor Code as to the Plaintiff and the Indemnification Class;

23 2. For damages, according to proof, including unpaid use and/or costs of necessary tools
24 and/or resources;

25 3. For any and all legally applicable penalties;

26 4. For pre-judgment interest, including but not limited to that recoverable under Labor
27 Code section 2802, and post-judgment interest;

28 5. For attorneys' fees and costs of suit, including but not limited to that recoverable

1 under Labor Code section 2802; and

2 6. For such other further relief, in law and/or equity, as the Court deems just or
3 appropriate.

4 **ON THE SIXTH CAUSE OF ACTION:**

5 1. That Defendants be found to have violated Labor Code 201.3 as to Plaintiff and the
6 Weekly Wages Class;

7 2. For damages, according to proof;

8 3. For any and all legally applicable penalties, including but not limited to those
9 recoverable pursuant to Labor Code section 210(a);

10 4. For pre-judgment interest, including but not limited to that recoverable under Labor
11 Code section 218.6, and post-judgment interest; and

12 5. For such other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE SEVENTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the provisions of the Labor Code
16 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

17 2. For damages and/or penalties, according to proof, including damages and/or statutory
18 penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages
19 or penalties;

20 3. For pre-judgment interest and post-judgment interest;

21 4. For an injunction against Defendants enjoining them, and any and all persons acting
22 in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);

23 5. For attorneys' fees and costs of suit, including but not limited to those recoverable
24 under Labor Code section 226, subdivision (e); and

25 6. For such other further relief, in law and/or equity, as the Court deems just or
26 appropriate.

27 **ON THE EIGHTH CAUSE OF ACTION:**

28 1. That Defendants be found to have violated the provisions of the Labor Code

1 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
2 Waiting Time Class;

3 2. For damages and/or penalties, according to proof, including damages and/or statutory
4 penalties under Labor Code section 203 and any other legally applicable damages or penalties;

5 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
6 judgment interest;

7 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
8 under Labor Code section 218.5; and

9 5. For such other further relief, in law and/or equity, as the Court deems just or
10 appropriate.

11 **ON THE NINTH CAUSE OF ACTION:**

12 1. That Defendants be found to have violated Business and Professions Code sections
13 17200, *et seq.*, for the conduct alleged herein as to the California Class;

14 2. A declaratory judgment that the practices complained herein are unlawful;

15 3. An injunction against Defendants enjoining them, and any and all persons acting in
16 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
17 herein;

18 4. For restitution to the full extent permitted by law;

19 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
20 under Code of Civil Procedure section 1021.5; and

21 6. For such other further relief, in law and/or equity, as the Court deems just or
22 appropriate.

23 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON BEHALF OF**
24 **OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

25 **ON THE TENTH CAUSE OF ACTION:**

26 1. That Defendants be found to have violated the provisions of the Labor Code and
27 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

28 2. For any and all legally applicable penalties during the relevant statute of limitations

1 subject to any permissible tolling, including but not limited to those recoverable under the
2 California Labor Code, including but not limited to section 2699(f);

3 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
4 under California Labor Code section 2699(g); and

5 4. For such and other further relief, in law and/or equity, as the Court deems just or
6 appropriate

7
8 Dated: December 16, 2025

Respectfully submitted,
9 **LAVI & EBRAHIMIAN, LLP**

10 By: /s/ Alexander J. Aroeste
11 Joseph Lavi, Esq.
12 Vincent C. Granberry, Esq.
13 Alexander J. Aroeste, Esq.
14 Attorneys for Plaintiff
KEVIN COOPER,
on behalf of himself and others similarly situated

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff KEVIN COOPER demands a trial by jury for himself and the California Class on
17 all claims so triable.

18
19 Dated: December 16, 2025

Respectfully submitted,
20 **LAVI & EBRAHIMIAN, LLP**

21 By: /s/ Alexander J. Aroeste
22 Joseph Lavi, Esq.
23 Vincent C. Granberry, Esq.
24 Alexander J. Aroeste, Esq.
Attorneys for Plaintiff
KEVIN COOPER,
on behalf of himself and others similarly situated

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 West Olympic Boulevard, Suite 200, Beverly Hills, California 90211.

On December 16, 2025, I served the foregoing documents, described as:

“PLAINTIFF KEVIN COOPER’S FIRST AMENDED COMPLAINT FOR DAMAGES AND RESTITUTION FOR”

on all interested parties in this action, addressed as follows:

Eric Lloyd (SBN 254390) E-mail: eric@medinamckelvey.com Douglas R. Leach (SBN 325955) E-mail: doug@medinamckelvey.com MEDINA McKELVEY, LLP 925 Highland Pointe Drive, Suite 300 Roseville, California 95678 Telephone: (916) 960-2211 Facsimile: (916) 742-5488	<i>Attorneys for Defendant: FORBES SECURITY, INC.</i>
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- ☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed December 16, 2025, at Beverly Hills, California.

/s/ Tiffany Ayungua
Tiffany Ayungua