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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANDREW ELCHLEPP, ALEXANDER
ROCHA, JAVIER GARCIA, and JUAN
ARMANI TORRES, on behalf of themselves
and all others similarly situated;

Plaintiffs,

vs.

CONSTRUCTION SECURITY USA; CSUSA
SECURITY; and DOES 1 through 100,
inclusive;

Defendants.

Case No. 24STCV31339

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- 8. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 9. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Andrew Elchlepp, Alexander Rocha, Javier Garcia, and Juan Armani Torres
2 (together, “Plaintiffs”), on behalf of themselves and all others similarly situated, hereby bring this
3 First Amended Class and Representative Action Complaint against Construction Security LLC;
4 Construction Security USA; CSUSA Security; Ohadi Capital LLC; and Does 3 through 100,
5 inclusive (collectively, “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
8 this class action for recovery of unpaid wages and penalties under California Business and
9 Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 510, 512,
10 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et seq.*; and Industrial Welfare
11 Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory relief and
12 restitution. This class action is brought pursuant to California Code of Civil Procedure section
13 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because
14 the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
19 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
20 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiffs are all individuals over the age of eighteen (18). At all relevant times
23 herein, Plaintiffs were, and currently are, California residents. During the four years immediately
24 preceding the filing of this action and within the statute of limitations periods applicable to each
25 cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees.
26 Plaintiffs were, and are, victims of Defendants’ policies and/or practices complained of herein,
27 lost money and/or property, and have been deprived of the rights guaranteed by California Labor
28 Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804,

1 and 2698 *et seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition),
2 and Wage Order 4, which sets employment standards for employees in professional, technical,
3 clerical, mechanical and similar occupations, which includes security guards.

4 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
5 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
6 business as a security company, and that they employed Plaintiffs and other similarly situated
7 non-exempt employees within Los Angeles County and the State of California.

8 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
9 corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed
12 and believe, and thereon allege, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 21) to be subject to
15 the unlawful employment practices, wrongs, injuries, and damages complained of herein.

16 6. Plaintiffs are informed and believe, and based thereon allege, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiffs and all Class members.

18 7. At all times herein mentioned, each of said Defendants participated in the acts
19 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
20 each of them, were the agents, servants, and employees of each of the other Defendants, as well
21 as the agents of all Defendants, and at all times herein mentioned were acting within the course
22 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
23 and/or otherwise ratified each of the acts or omissions alleged herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
28 Class Members (as defined in Paragraph 21).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiffs each worked for Defendants in California as non-exempt security guards at various times in 2024.

10. During Plaintiffs' employment with Defendants, Plaintiffs frequently worked over 8 hours in a workday and/or over 40 hours in a workweek. However, Defendants failed to pay any overtime wages to Plaintiffs. For example, in the two-week pay period of October 5-18, 2024, Plaintiff Elchlepp's wage statement reflects that he was paid for 136.0 hours of work at his straight-time hourly rate of \$23.00 per hour. It is mathematically impossible for a non-exempt employee to work more than 80 hours in a two-week pay period without working overtime. Thus, for at least 56.0 hours reflected on Plaintiff's Elchlepp's wage statement for that pay period, Plaintiff Elchlepp was underpaid by \$11.50 (i.e., one-half his hourly rate) per hour. Plaintiffs are informed and believe, and based thereon allege, that Defendants likewise failed to pay any overtime wages to them and Defendants' other non-exempt employees throughout the putative class period.

11. In addition to under-paying overtime wages, Defendants have also failed to pay Plaintiffs and other non-exempt employees at least the minimum wage for all hours worked, as Defendants frequently would round or shave employee time records in favor of Defendants, resulting in unpaid wages. For example, in the October 5-18, 2024 pay period mentioned in the preceding paragraph, Plaintiff Elchlepp's time records reflect that he worked a total of 136.63 hours. But as noted above, he was paid for just 136.0 hours, meaning he was not paid at all for approximately 38 minutes (.63 hours) of work in that pay period. Similarly, in the pay period of September 21 – October 4, 2024, Plaintiff Elchlepp's time records reflect that he worked 96.28 hours, but his wage statement reflects that he was paid for only 96.0 hours (all at his straight-time rate); he was thus not paid at all for approximately 17 minutes (.28 hours) in that pay period. Plaintiffs are informed and believe, and based thereon allege, that Defendants likewise failed to pay them and other non-exempt employees at least the minimum wage for all hours worked throughout the putative class period.

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1 12. During Plaintiffs' employment with Defendants, Plaintiffs and other non-exempt
2 employees frequently were unable to take 30-minute, off-duty meal periods. Defendants directed
3 Plaintiffs and other security guards to remain at their posts and/or remain on-duty for the entirety
4 of their shifts, and thus, they did not receive off-duty meal periods. In addition, Plaintiffs and
5 other security guards frequently worked shifts greater than 10 hours, and they were not provided
6 with two meal periods on such shifts. Despite failing to provide Plaintiffs and other non-exempt
7 employees with legally compliant meal periods, Defendants have failed to pay the meal period
8 premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion
9 of the putative class period, Defendants have maintained no payroll code or other mechanism for
10 paying meal period premiums when Defendants failed to provide a legally compliant meal period.

11 13. Defendants have also failed to authorize and permit rest periods to Plaintiffs and
12 other non-exempt employees. As with meal periods, Plaintiffs and other non-exempt employees
13 were required to remain on the job site and/or on-duty at all times throughout their shifts, and
14 therefore they were not authorized and permitted off-duty rest periods. Moreover, on shifts over
15 10 hours, they were not authorized and permitted three rest periods, nor were they permitted fourth
16 rest periods on shifts over 14 hours. Despite failing to authorize and permit legally compliant rest
17 periods to Plaintiffs and other non-exempt employees, Defendants have failed to pay the rest
18 period premiums required by Labor Code § 226.7. Upon information and belief, during at least a
19 portion of the putative class period, Defendants have maintained no payroll code or other
20 mechanism for paying rest period premiums when Defendants failed to authorize and permit a
21 legally compliant rest period.

22 14. Moreover, the job sites at which Defendants assigned Plaintiffs and other security
23 guards often did not have access to adequate toilets.

24 15. Defendants have also failed to reimburse Plaintiffs and other employees for
25 expenses they incurred in the course of their employment. Specifically, Defendants required
26 Plaintiffs and other employees to use their personal cellphones to download a time keeping
27 application, "Officer Metrics," and/or other mobile phone applications. Plaintiffs were required
28 to use these applications to clock in and out for their shifts each day as well as take pictures of

1 the work site, and to otherwise use their personal cell phones for work-related purposes.
2 Defendants also required employees to purchase their own vests as well as other gear and
3 equipment for work, without reimbursement.

4 16. Despite requiring Plaintiffs and other employees to use their personal property for
5 work-related purposes, Defendants have failed to reimburse them for any portion of their personal
6 expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,
7 Plaintiffs and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and
8 *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must
9 reimburse employees for “reasonable percentage” of their cell phone bills if they are required to
10 use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

11 17. As a result of Defendants’ failure to pay all wages due, their failure to account for
12 and compensate for all hours worked by its employees, and/or their failure to pay meal and rest
13 period premium wages, Defendants have failed to pay all wages to Plaintiffs and other formerly
14 employed non-exempt employees at the separation of their employment. Moreover, Defendants
15 have failed to pay employees’ final paychecks timely pursuant to Labor Code §§ 201-202. For
16 example, Plaintiff Torres’ employment was terminated by Defendants on June 25, 2024, but
17 Defendants failed to pay his final wages at all and to this date have still not provided Plaintiff
18 Torres with his final paycheck. Similarly, Plaintiff Elchlepp’s final paycheck was not paid to him
19 until approximately one week after he was terminated by Defendants.

20 18. As a further result of Defendants’ unlawful practices described above, Defendants
21 have maintained inaccurate payroll records and have issued inaccurate wage statements to
22 Plaintiffs and other non-exempt employees.

23 19. Defendants further failed to issue accurate wage statements to Plaintiffs and other
24 non-exempt employees because Defendants failed to include the accurate “name and address of
25 the legal entity that is the employer” on Plaintiffs’ and other aggrieved employees’ wage
26 statements, as required by Labor Code § 226(a)(8). Specifically, Plaintiffs’ and other aggrieved
27 employees’ wage statements list “Construction Security USA” as the employer, and list “9757
28 Wilshire Blvd., Beverly Hills, CA 90212-1821” as the employer address. However, neither of

these is accurate, since “Construction Security USA” is not a registered business entity (nor, to Plaintiffs’ knowledge, is it a registered DBA), and there is no company with that name at the address listed on the wage statements.

20. In addition, the job sites at which Defendants assigned Plaintiffs and other security guards often did not have access to adequate toilets.

CLASS ACTION ALLEGATIONS

21. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Overtime Class consists of all of the Defendants’ current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek and were subject to Defendants’ payroll practices, at any time from four years immediately preceding the filing of this action through the present.

b. The Minimum Wage Class consists of all of the Defendants’ current and former non-exempt employees in California who were subject to Defendants’ timekeeping and payroll practices, at any point from four years prior to the filing of this action to the present.

c. The Meal Period Class consists of all of the Defendants’ current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or at least one shift in excess of 10.0 hours, at any time from four years immediately preceding the filing of this action through the present.

d. The Rest Period Class consists of all of the Defendants’ current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, at any time from four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class; and (ii) all of the Defendants’ current and former non-exempt employees in California who have received a wage statement at any time from one year prior to the filing of this action to the present.

f. The Waiting Time Class consists of (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed

1 by Defendants and whose employment with Defendants ended at any time from three years
2 immediately preceding the filing of this action through the present; and (ii) all employees
3 of Defendants whose employment with Defendants ended at any time from three years
4 prior to the filing of this action through the present, and who were not provided with their
5 final paycheck on their last day of employment (or within 72 hours of their last day of
6 employment if they did not give 72 hours' notice of quitting).

7 g. The Expense Reimbursement Class consists of all of Defendants' employees who
8 were required to use their personal property, including but not limited to personal cellular
9 phones, for work-related purposes, and/or who were required to purchase vests or other
10 gear and equipment for work purposes, at any time from four years prior to the filing of
11 this action through the present.

12 22. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
13 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
14 unknown to Plaintiffs at this time; however, it is estimated that the Classes number greater than
15 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
16 Defendants' employment records.

17 23. **Common Questions of Law and Fact Predominate/Well Defined Community**
18 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly
19 situated employees, which predominate over questions affecting only individual members
20 including, without limitation to:

- 21 i. Whether Defendants' timekeeping and payroll practices violate the
22 applicable Labor Code provisions including, but not limited to, Sections
23 510 and 1194 by requiring overtime work and not paying the Overtime
24 Class for said work according to California's overtime laws;
- 25 ii. Whether Defendants have paid members of the Minimum Wage Class at
26 least the minimum wage for all hours worked;
- 27 iii. Whether Defendants provided legally compliant meal periods to members
28 of the Meal Period Class;

- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment;
- vi. Whether Defendants issued compliant wage statements to members of the Wage Statement Class; and
- vii. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

24. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping, overtime, wage statement, meal period, rest period, expense reimbursement, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

25. **Typicality:** Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiffs, like the members of the Classes, were not paid all earned minimum wages, overtime wages, and double-time wages; were subject to Defendants' uniform meal and rest period policies/practices; were furnished with inaccurate wage statements; were deprived of all final wages upon their separation of employment from Defendants; were not paid all of their accrued but unused vacation wages at termination of employment; and were not reimbursed for all expenses they incurred in carrying out their job duties for Defendants.

26. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of

1 the Classes and Plaintiffs. Plaintiffs’ attorneys have prosecuted numerous wage-and-hour class
2 actions in state and federal courts in the past and are committed to vigorously prosecuting this
3 action on behalf of the members of the Classes.

4 27. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and standards in
6 California. These laws and labor standards protect the average working employee from
7 exploitation by employers who have the responsibility to follow the laws and who may seek to
8 take advantage of superior economic and bargaining power in setting onerous terms and
9 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
10 and members of the Classes make the class action format a particularly efficient and appropriate
11 procedure to redress the violations alleged herein. If each employee were required to file an
12 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
13 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
14 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
15 an individual remedy would discourage the assertion of lawful claims by employees who would
16 be disinclined to file an action against their former and/or current employer for real and justifiable
17 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
18 prosecution of separate actions by individual class members would create a substantial risk of
19 inconsistent or varying verdicts or adjudications with respect to the individual class members
20 against Defendants herein; and which would establish potentially incompatible standards of
21 conduct for Defendants. Further, the claims of the individual members of the Classes are not
22 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
23 costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are
24 maintainable under Section 382 of the Code of Civil Procedure.

25 **FIRST CAUSE OF ACTION**

26 **MINIMUM WAGE VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

28 28. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

1 29. Wage Order 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to
2 be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a)
3 and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as
4 required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
5 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

6 30. At all relevant times, Defendants failed to conform their pay practices to the
7 requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours
8 actually worked including, but not limited to, all hours they were subject to Defendants' control
9 and/or suffered or permitted to work under the Labor Code and Wage Order 4.

10 31. As a direct and proximate result of Defendants' unlawful conduct as alleged
11 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but
12 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
13 entitled to recover economic and statutory damages and penalties and other appropriate relief as
14 a result of Defendants' violations of the California Labor Code and Wage Order 4.

15 32. Defendants' practice and uniform administration of corporate policy regarding
16 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
17 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
18 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
19 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 33. Plaintiffs re-allege and incorporate by reference all prior paragraphs.

24 34. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
26 overtime hours worked, and which provide a private right of action for the failure to pay all
27 overtime compensation for overtime work performed.

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1 35. At all times relevant herein, Defendants were required to properly compensate
2 Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California
3 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an
4 employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of
5 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on
6 the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to
7 pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a
8 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
9 As alleged herein, Defendants caused Plaintiffs and Overtime Class members to work overtime
10 and double-time hours but did not compensate them at one and one-half times (or two times) their
11 regular rate of pay for such hours.

12 36. The foregoing policies and practices are unlawful and create entitlement to
13 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime
14 premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of
15 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
16 Civil Procedure § 1021.5.

17 **THIRD CAUSE OF ACTION**

18 **MEAL PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

21 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 failed in their affirmative obligation to provide all their hourly non-exempt employees, including
23 Plaintiffs and members of the Meal Period Class, with all required meal periods in accordance
24 with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in
25 this Complaint.

26 39. As a result, Defendants owe premium compensation for meal period violations,
27 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor
28 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 41. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of
6 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four
7 (4) hour period worked, or major fraction thereof.

8 42. As alleged herein, Defendants have failed to authorize and permit Plaintiffs and
9 Rest Period Class members to take the rest periods to which they are legally entitled. Defendants
10 have also failed to compensate Plaintiffs and Rest Period Class members with a rest period
11 premium for each workday they were not authorized and permitted all rest periods to which they
12 were entitled.

13 43. The foregoing violations create an entitlement to recovery by Plaintiffs and Rest
14 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
15 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
16 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
17 1 of the California Constitution.

18 **FIFTH CAUSE OF ACTION**

19 **WAGE STATEMENT VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

22 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
24 and the Wage Statement Class with accurate and complete itemized wage statements that
25 included, among other requirements, all hours worked, all hours worked at each hourly rate, and
26 gross and net wages earned, in violation of Labor Code § 226.

27 46. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class
28 with complete and accurate itemized wage statements resulted in injury, as said failures led to,

1 among other things, the non-payment of all wages earned, and deprived them of the information
2 necessary to identify and reconcile the discrepancies in Defendants' reported data.

3 47. Defendants' failures create an entitlement to recovery by Plaintiff and members of
4 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
5 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
6 of suit, pursuant to Labor Code §§ 226 and 226.3.

7 **SIXTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS)**

10 48. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

11 49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
12 an employer to pay all wages immediately at the time of separation of employment in the event
13 the employer discharges the employee, or the employee provides at least 72 hours of notice of
14 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
15 to quit, said employee's wages become due and payable not later than 72 hours upon said
16 employee's last date of employment.

17 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
19 at their separation from employment, including (but not limited to) unpaid minimum wages,
20 unpaid overtime and double-time wages, and unpaid meal and rest period premium wages.

21 51. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
22 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members
23 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
24 to the requirements of Labor Code §§ 201-203.

25 52. Defendants' failure to pay all final wages was willful within the meaning of Labor
26 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
27 Time Class their earned wages upon separation from employment results in a continued payment
28 of daily wages up to thirty days from the time the wages were due. Plaintiffs and members of the

1 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
2 attorneys' fees and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS)**

6 53. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

7 54. At all relevant times, Defendants were subject to Labor Code § 2802, which states
8 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
9 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
10 her obedience to the directions of the employer."

11 55. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
12 "any contract or agreement, express or implied, made by any employee to waive the benefits of
13 this article or any part thereof, is null and void, and this article shall not deprive any employee or
14 his personal representative of any right or remedy to which he is entitled under the laws of this
15 State."

16 56. Due to Defendants' unlawful policy and practice of requiring employees to use
17 their personal property, including but not limited to personal cell phones, for work purposes,
18 requiring employees to purchase items for work, and their failure to reimburse Plaintiffs and
19 members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

20 57. As a proximate result of Defendants' policies and/or practices in violation of Labor
21 Code §§ 2802 and 2804, Plaintiffs and members of the Expense Reimbursement Class have
22 suffered damages in sums, which will be shown according to proof.

23 58. Plaintiffs and members of the Expense Reimbursement Class are entitled to
24 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

25 59. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
26 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
27 Plaintiffs and members of the Expense Reimbursement Class are entitled to interest, which shall
28 accrue from the date on which they incurred the initial necessary expenditure.

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 60. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 61. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
7 Plaintiffs and the Classes all minimum wages and overtime wages due, failing to provide meal
8 periods or pay meal period premium wages, failure to authorize and permit rest periods or pay
9 rest period premium wages, failing to furnish accurate and complete itemized wage statements,
10 failing to reimburse business expenses, and failing to pay all earned wages at separation of
11 employment.

12 62. Defendants' utilization of these unfair and/or unlawful business practices has
13 deprived Plaintiffs and members of the Classes of compensation to which they are legally entitled,
14 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
15 Defendants' competitors who have been and/or are currently employing workers and attempting
16 to do so in honest compliance with applicable wage and hour laws.

17 63. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
18 alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full
19 restitution of monies as necessary and according to proof, to restore all monies withheld, acquired,
20 and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

21 64. The acts complained of herein occurred within the four years immediately
22 preceding the filing of this action.

23 65. Plaintiffs were compelled to retain the services of counsel to file this court action
24 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on
25 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
26 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
27 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

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1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 66. Plaintiffs re-allege and incorporate by reference all previous paragraphs.
5 Defendants have committed several Labor Code violations against Plaintiffs and other aggrieved
6 employees. Plaintiffs are each an “aggrieved employee” within the meaning of Labor Code §
7 2698 *et seq.* Plaintiffs, acting on behalf of themselves and other aggrieved employees, bring this
8 representative action against Defendants to recover the civil penalties due to Plaintiffs, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
10 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
11 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
13 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
14 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
15 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
16 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and
17 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay
18 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
19 employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the following Labor Code violations:

- 21 a. Failing to pay Plaintiffs and other aggrieved employees at least the applicable
22 minimum wage for all hours worked, in violation of Labor Code §§ 204, 226.2,
23 1182.12, 1194, 1194.2, 1197, and 1198;
- 24 b. Failing to pay Plaintiffs and other aggrieved employees all overtime and/or
25 double-time compensation earned, in violation of Labor Code §§ 204, 510, 558,
26 1194, and 1198;
- 27 c. Failing to provide all legally required meal periods and failing to pay meal
28 period premiums to Plaintiffs and other aggrieved employees at the employees’

1 respective regular rates of compensation, in violation of Labor Code §§ 226.7,
2 512, 558, and 1198;

3 d. Failing to authorize and permit all legally required rest periods and failing to
4 pay rest period premiums to Plaintiffs and other aggrieved employees at the
5 employees' respective regular rates of compensation, in violation of Labor
6 Code §§ 226.7, 516, 558, and 1198;

7 e. Failing to reimburse Plaintiffs and other aggrieved employees for all work-
8 related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;

9 f. Failing to pay all wages owed to Plaintiffs and other aggrieved former
10 employees at their separation of employment, in violation of Labor Code §§
11 201-203;

12 g. Failing to provide Plaintiffs and other aggrieved employees with access to
13 suitable toilet facilities as required under Wage Order 4, in violation of Labor
14 Code § 1198;

15 h. Failing to furnish Plaintiffs and other aggrieved employees with accurate and
16 complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
17 and

18 i. .Failing to maintain accurate records in regard to Plaintiffs and other aggrieved
19 employees, in violation of Labor Code §§ 1174 and 1198.

20 67. On or about November 26, 2024, Plaintiffs notified Defendants Construction
21 Security USA and CSUSA Security, via certified mail, and the California Labor and Workforce
22 Development Agency ("LWDA") via its website, of Defendants' violations of the California
23 Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code
24 § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph
25 66 (a)-(i) above. Additionally, on or about December 4, 2024, Plaintiffs notified Defendants
26 Construction Security USA, CSUSA Security, Construction Security LLC, and Ohadi Capital
27 LLC, via certified mail, and the LWDA via its website, of Defendants' violations of the California
28 Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code

§ 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 66 (a)-(i) above. Now that sixty-five days have passed from Plaintiffs' notifying Defendants and the LWDA of these violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

68. Plaintiffs were compelled to retain the services of counsel to file this court action to protect each of their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to recover under California Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing counsel for Plaintiffs as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

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1 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

3 11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the
4 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
5 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

6 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other aggrieved
7 employees, and the State of California according to proof pursuant to Labor Code § 2699,
8 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
9 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
10 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
11 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
12 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
13 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
14 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
15 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
16 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
17 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
18 Labor Code § 2699(f);

19 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
20 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
21 California Constitution;

22 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
23 226(e), 1194 *et seq.*, 2802(c), Code of Civil Procedure § 1021.5, and all other applicable statutes;
24 and

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26 ///

27 ///

28 ///

1 15. For such other and further relief the Court may deem just and proper.

2 Date: February 11, 2025

MARQUEE LAW GROUP, APC

3
4 

5 Tuvia Korobkin
6 Attorneys for Plaintiffs

7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

9
10 Date: February 11, 2025

MARQUEE LAW GROUP, APC

11
12 

13 Tuvia Korobkin
14 Attorneys for Plaintiffs