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on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SEVEN CLARK, on behalf of himself and
all others similarly situated and aggrieved,

Plaintiff,

v.

SAFEGUARD AMERICA SECURITY
INC., a California Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. 24STCV30563

**FIRST AMENDED CLASS ACTION AND
PRIVATE ATTORNEYS GENERAL ACT
("PAGA") REPRESENTATIVE ACTION
COMPLAINT**

1. **Failure to Pay Minimum Wages**
2. **Failure to Pay Overtime and Double-Time Wages**
3. **Failure to Provide Meal Periods**
4. **Failure to Authorize Paid Rest Periods**
5. **Failure to Provide Accurate, Itemized Wage Statements**
6. **Failure to Pay Timely Final Wages**
7. **Failure to Reimburse Business-Related Expenses**
8. **Violations of the Unfair Competition Law ("UCL")**
9. **PAGA Civil Penalties for Failure to Pay Minimum, Overtime, and Double-Time Wages**
10. **PAGA Civil Penalties for Failure to Provide Meal Periods**

FILED

Superior Court of California
County of Los Angeles

03/06/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

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- 11. PAGA Civil Penalties for Failure to Authorize Paid Rest Periods**
- 12. PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements**
- 13. PAGA Civil Penalties for Failure to Timely Pay Wages Due During Employment and Upon Separation**
- 14. PAGA Civil Penalties for Failure to Reimburse Business Expenses**
- 15. PAGA Civil Penalties for Failure to Maintain Accurate Records**

DEMAND FOR JURY TRIAL

NATURE OF CLAIM

1
2 1. Plaintiff SEVEN CLARK (“Plaintiff”) brings this action on behalf of himself
3 and a proposed Class of all non-exempt security guards (“Class Members”) employed in
4 California by SAFEGUARD AMERICA SECURITY INC. and DOES 1 through 10
5 (collectively, “Defendants”), alleging Defendants’ unlawful policies denied, and continue to
6 deny, them the wages and benefits to which they are lawfully entitled.

7 2. Plaintiff seeks—for himself and Class Members—unpaid minimum wages,
8 liquidated damages, overtime wages, meal and rest period premium wages, wage statement
9 penalties, waiting time penalties, expense reimbursements, equitable relief, prejudgment
10 interest, reasonable attorneys’ fees and costs, and any other relief this Court deems proper,
11 pursuant to Labor Code sections 201-203, 218, 218.5, 218.6, 226, 226.7, 510, 1194, 1194.2,
12 1197, 1197.1, 1198, 2802, and 2804; Industrial Welfare Commission (“IWC”) Wage Order 4-
13 2001; and Business and Professions Code sections 17200, *et seq.*

14 3. Plaintiff also brings this Representative Action under the Private Attorneys
15 General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of himself and all
16 other aggrieved employees employed by Defendants in the State of California, for civil
17 penalties pursuant to PAGA for Defendants’ failure to: pay minimum, overtime, and double-
18 time wages, as applicable, for all compensable hours worked or subject to Defendants’ control;
19 provide legally compliant meal periods; authorize and permit paid rest periods; pay premium
20 wages when meal or rest periods were non-compliant; reimburse necessary business-related
21 expenses; timely pay wages, including final wages; provide accurate itemized wage statements;
22 and maintain accurate records.

23 4. Plaintiff gave written notice of these claims to the California Labor and
24 Workforce Development Agency (“LWDA”) on November 22, 2024 pursuant to Labor Code
25 section 2699.3, and there has been no LWDA intervention within 65 days of this notice.
26 Plaintiff seeks civil penalties under PAGA as a representative of the State of California and has
27 standing as an aggrieved employee. Plaintiff seeks to represent all Defendants’ non-exempt
28 employees in the State of California who suffered one or more of the violations alleged

1 (“aggrieved employees”) during the “PAGA Period” (one year plus 65 days prior to the date of
2 the filing of this amended complaint until the start of trial). Labor Code §§ 2698, *et seq.*

3 **PARTIES**

4 5. Plaintiff SEVEN CLARK is a resident of Los Angeles, California. Plaintiff
5 worked for Defendants as a security guard from approximately April 2023 through October 9,
6 2024, when he was terminated.

7 6. Defendant SAFEGUARD AMERICA SECURITY INC. (“Safeguard”) is a
8 corporation registered in, and doing business in, the State of California, and within the County
9 of Los Angeles.

10 7. Does 1 through 10, inclusive, are persons or entities whose true names and
11 identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff
12 will amend this complaint to allege their true names and capacities when known. Plaintiff is
13 informed and believes each Doe defendant is the agent, representative, or parent or subsidiary
14 corporation of Defendant Safeguard, is responsible in some manner for the occurrences, events,
15 transactions, and injuries alleged, and that harm suffered by Plaintiff and the proposed Class
16 was proximately caused by them in addition to Safeguard.

17 **JURISDICTION AND VENUE**

18 8. Venue as to each Defendant is proper in this judicial district. Code of Civil
19 Procedure § 395. Defendants conduct business in Los Angeles County, California and are
20 within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged
21 have a direct effect on Plaintiff and other Class Members within the State of California and Los
22 Angeles County. Plaintiff worked for Defendants as a security guard at several hotels and
23 shelters throughout Los Angeles County, California.

24 9. No federal question is raised as the issues herein are based solely on California
25 statutes and law, including the Labor Code, IWC Wage Orders, and the Code of Civil
26 Procedure. The Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), does not apply, or in
27 the alternative, exceptions for local case or controversy under the CAFA do apply and prohibit
28 removal of this action to federal court. Based on his rate of pay, Plaintiff’s individual claims do

1 not meet the necessary amount in controversy to implicate traditional jurisdiction under 28
2 U.S.C. § 1332(a) or jurisdiction under the CAFA.

3 10. Further, to the extent this action is a representative action under PAGA, it is not
4 subject to removal under 28 U.S.C. §§ 1332(a)-(d).

5 **FACTUAL ALLEGATIONS**

6 11. At all relevant times, Plaintiff, Class Members, and aggrieved employees were
7 employed by Defendants in California, and Defendants conducted business in California.

8 12. At times during the Class and PAGA Periods, Defendants failed to pay Plaintiff,
9 Class Members, and aggrieved employees minimum wages for all time worked. For instance,
10 Defendants did not provide Plaintiff a means to, or instruct Plaintiff to, record his time worked.
11 Instead, Defendants paid Plaintiff a flat hourly rate based on his scheduled shift time. Plaintiff
12 was required to remain at his post until a security guard on the opposite shift to him arrived to
13 relieve him. As such, Plaintiff sometimes worked past his shift end time, but was not
14 compensated for this time. Additionally, Defendants failed to deduct employer-side taxes from
15 Plaintiff's paychecks, which resulted in Plaintiff being required to pay these taxes, depriving
16 Plaintiff of wages. On information and belief, other Class Members and aggrieved employees
17 sometimes suffered this same harm.

18 13. At times during the Class and PAGA Periods, Defendants failed to pay Plaintiff,
19 Class Members, and aggrieved employees overtime and double-time wages owed. For instance,
20 Plaintiff was paid the same hourly rate for each hour of his shift time. Plaintiff was not paid
21 overtime wages for hours worked over eight per day or forty per week or double-time wages for
22 hours worked over twelve per day. On information and belief, other Class Members and
23 aggrieved employees sometimes suffered this same harm.

24 14. At times during the Class and PAGA Periods, Defendants failed to provide
25 Plaintiff, Class Members, and aggrieved employees adequate meal periods. For instance,
26 Plaintiff was not instructed about his entitlement to meal periods or premium wages in lieu of
27 them, was required to remain on premises at all times but was not provided a suitable place to
28 eat on the premises, and was not relieved of his duties to be able to take a compliant meal

1 period. As such, Plaintiff ate while continuing to patrol his post. Plaintiff did not sign an on-
2 duty meal period agreement and did not waive his meal periods. On information and belief,
3 other Class Members and aggrieved employees sometimes suffered this same harm.

4 15. At times during the Class and PAGA Periods, Defendants failed to authorize and
5 permit Plaintiff, Class Members, and aggrieved employees to take adequate paid rest periods.
6 For instance, Plaintiff was not instructed about his entitlement to rest periods or premium wages
7 in lieu of them, was required to remain on premises at all times, and was not relieved of his
8 duties to be able to take a compliant rest period. Plaintiff was not covered by a collective
9 bargaining agreement. As such, section 226.7, subdivision (f)(1) did not relieve Defendants of
10 their obligation to provide rest periods in the manner prescribed by section 226.7, subdivision
11 (b). On information and belief, other Class Members and aggrieved employees sometimes
12 suffered this same harm.

13 16. At times during the Class and PAGA Periods, Defendants failed to provide
14 Plaintiff, Class Members, and aggrieved employees accurate, itemized wage statements. For
15 instance, Defendants paid Plaintiff with a paper check weekly, but did not provide a wage
16 statement to him. Because no wage statement was provided, nor any separate writing, Plaintiff
17 and aggrieved employees were also not informed of the amount of paid sick leave available to
18 them, or paid time off leave an employer provides in lieu of sick leave, as required by Labor
19 Code section 246. In addition, to the extent wage statements were provided to other Class
20 Members and aggrieved employees, they were inaccurate as to hours worked and wages earned,
21 as explained above. On information and belief, other Class Members and aggrieved employees
22 sometimes suffered the same harm as Plaintiff.

23 17. At times during the Class and PAGA Periods, Defendants failed to provide
24 accurate, timely wages, including final wages, to Plaintiff, Class Members, and aggrieved
25 employees. For instance, because Plaintiff was not timely paid all regular, overtime, double-
26 time, and break premiums wages to which he was entitled, his final wages were incomplete, and
27 he has to date not been paid these unpaid wages. On information and belief, other Class
28 Members and aggrieved employees sometimes suffered this same harm.

18. At times during the Class and PAGA Periods, Defendants failed to reimburse Plaintiff, Class Members for reasonably incurred work-related expenses. For instance, Defendants did not provide Plaintiff a cell phone or radio to use while working as a security guard. As such, Plaintiff was practically required to, and did, use his personal cell phone for work, including to report security issues and other problems at his work sites to his superiors. Despite being aware of this work-related cell phone use, Defendants did not reimburse Plaintiff for a reasonable percentage of his cell phone expenses. On information and belief, other Class Members and aggrieved employees sometimes suffered this same harm.

19. At times during the PAGA Periods, Defendant failed to maintain accurate time and pay records as to Plaintiff, including time records showing when each work period, and meal period, began and ended. On information and belief, other aggrieved employees sometimes suffered this same harm.

20. Plaintiff, on behalf of himself and Class Members, seeks injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of violations alleged. Business and Professions Code §§ 17200, *et seq.*

CLASS ACTION ALLEGATIONS

21. Plaintiff seeks to represent a Class defined as:

Class

All non-exempt security guards employed by Defendants in California at any time during the four years before the filing of this Complaint through the date of trial.

22. Plaintiff seeks to certify a subclass of employees defined as:

Minimum Wages Subclass

All Class Members who were paid based on scheduled, rather than actual, time worked.

23. Plaintiff seeks to certify a subclass of employees defined as:

Overtime Wages Subclass

All Class Members who worked one or more periods over eight hours per day or forty hours per week.

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24. Plaintiff seeks to certify a subclass of employees defined as:

Double-time Wages Subclass

All Class Members who worked one or more periods over twelve hours per day.

25. Plaintiff seeks to certify a subclass of employees defined as:

First Meal Period Subclass

All Class Members who one or more periods over five hours per day.

26. Plaintiff seeks to certify a subclass defined as:

Second Meal Period Subclass

All Class Members who one or more periods over ten hours per day.

27. Plaintiff seeks to certify a subclass defined as:

Rest Period Subclass

All Class Members who one or more periods over three and one-half hours per day.

28. Plaintiff seeks to certify a subclass defined as:

Wage Statement Subclass

All Class Members who worked one or more pay periods for Defendants during the one year preceding the filing of this Complaint.

29. Plaintiff seeks to certify a subclass defined as:

Waiting Time Subclass

All Class Members who worked one or more pay periods for Defendants, and were fired or quit, during the three years preceding the filing of this Complaint.

30. Plaintiff seeks to certify a subclass defined as:

Expense Reimbursement Subclass

All Class Members who were subject to Defendants' unfair or unlawful business practices.

31. Plaintiff seeks to certify a subclass defined as:

UCL Subclass

All Class Members who used a personal cell phone for work-related purposes.

32. Plaintiff reserves the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

33. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

1 34. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable
2 because they can be identified and located using Defendants' payroll and personnel records.

3 35. **Numerosity**: The potential members of the Class and Subclasses as defined are
4 so numerous that joinder of all members would be unfeasible and impractical. The disposition
5 of their claims through this class action will benefit the parties and this Court. The number of
6 members of the Class and Subclasses is unknown to Plaintiff, but is estimated to be at least 100
7 individuals. The number and identity of members can be readily ascertained using Defendants'
8 records.

9 36. **Typicality**: The claims of Plaintiff are typical of the claims of all members of the
10 Class and Subclasses because all members of the Class and Subclasses sustained similar injuries
11 and damages caused by Defendants' common course of conduct in violation of law.

12 37. **Adequacy**: Plaintiff is an adequate representative of the Class and Subclasses,
13 will fairly protect the interests of the Class and Subclass Members and has no interests
14 antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are competent,
15 skilled, and experienced in litigating large employment law class actions.

16 38. **Superiority**: A class action is superior to other available means for the fair and
17 efficient adjudication of this controversy. Individual joinder of all Class Members is not
18 practicable, and questions of law and fact common to the Class predominate over questions
19 affecting only individual Class Members. A Class action will allow those similarly situated to
20 litigate their claims in the most efficient and economical manner for the parties and the judicial
21 system. Plaintiff is unaware of any difficulties likely to be encountered in the management of
22 this action that precludes its maintenance as a class action.

23 39. The predominating common questions of law and fact include:

- 24 a. Whether Defendants paid security guards for all times worked;
- 25 b. Whether Defendants paid security guards overtime wages for hours worked
- 26 over eight per day or forty per week, and double-time wages for hours
- 27 worked over twelve per day;

28 ///

- c. Whether Defendants informed security guards of their right to take, and actually provided them, timely and compliant meal breaks;
- d. Whether Defendants informed security guards of their right to take, and actually authorized and permitted them to take, timely and compliant rest breaks;
- e. Whether Defendants paid premium wages to security guards when they failed to provide them compliant meal or rest periods;
- f. Whether Defendants provided wage statements to security guards, and if so, whether they were accurate as to hours worked and wages earned;
- g. Whether Defendants failed to pay timely and complete final wages to security guards;
- h. Whether Defendants failed to reimburse security guards for reasonable business-related expenses, including cell-phone expenses; and
- i. Whether Defendants violated Sections 17200, *et seq.* of the Business and Professions Code.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

Labor Code §§ 218, 218.5, 218.6, 1194 and 1194.2, 1197, 1197.1;

Wage Order 4-2001, “Minimum Wages” section

(By Plaintiff and each Minimum Wages Subclass Member)

40. Plaintiff incorporates the preceding paragraphs of this Complaint.

41. Labor Code section 218 provides, in pertinent part, that “[n]othing in this article [California Labor Code, Division 2, Part 1, Chapter 1 – Payment of Wages, Article 1] shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due to them under this article.”

42. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provided for payment of not less than a minimum wage to employees, and the payment of a lesser wage than the minimum so fixed has been unlawful.

43. By failing to, at times, pay at least minimum wages for all hours worked or under Defendants’ control, Defendants violated Labor Code section 1194 and the “Minimum Wages”

1 section of Wage Order 4-2001. Further, to the extent Defendants' failure to pay employer-side
2 taxes resulted in Plaintiff and Class Members being required to, at times, pay these taxes,
3 Defendants deprived Plaintiff and similarly-situated employees of minimum wages.

4 44. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully
5 unpaid minimum wages, with interest.

6 45. Defendants' unlawful acts deprived Plaintiff and the Minimum Wages Subclass
7 of minimum wages in amounts to be determined at trial, and they are entitled to recover these
8 wages, along with liquidated damages, interest, attorneys' fees, and costs under Labor Code
9 sections 218, 218.5, 218.6, 1194(a), and 1194.2.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Pay Overtime and Double-Time Wages**

12 **Labor Code §§ 510, 1194; Wage Order 4-2001, "Hours and Days of Work" section
(By Plaintiff and each Overtime Wages and Double-Time Wages Subclass Member)**

13 46. Plaintiff incorporates the preceding paragraphs of this Complaint.

14 47. Labor Code section 510 and the applicable Wage Order provide that employees
15 in California shall not be employed more than eight hours in any workday or forty hours in a
16 workweek unless they receive additional compensation beyond their regular wages in amounts
17 specified by law. Specifically, Labor Code section 510(a) requires that: Any work in excess of
18 eight hours in one workday and any work in excess of 40 hours in any one workweek shall be
19 compensated at the rate of no less than one and one-half times the regular rate of pay for an
20 employee, and that hours worked over twelve per day be paid at two times the regular rate of
21 pay. Labor Code section 1194 establishes an employee's right to recover unpaid overtime
22 compensation, and interest thereon, together with the costs of suit, and attorneys' fees.

23 48. By failing to, at times, pay overtime and double-time wages when warranted by
24 the number of hours worked or subject to Defendants' control, Defendants violated Labor Code
25 sections 510 and 1194 and the "Hours and Days of Work" section of Wage Order 4-2001.

26 49. Defendants' unlawful acts deprived Plaintiff and the Overtime Wages and
27 Double-time Wages Subclass of overtime and double-time wages in amounts to be determined
28 at trial, and they are entitled to recover these wages, interest, attorneys' fees, and costs under

1 Labor Code sections 218, 218.5, 218.6, and 1194(a).

2 **THIRD CAUSE OF ACTION**
3 **Failure to Provide Meal Periods**

4 **Labor Code §§ 226.7 and 512; Wage Order 4-2001, “Meal Periods” section**

5 50. Plaintiff incorporates the preceding paragraphs of this Complaint.

6 51. The “Meal Periods” section of Wage Order 4-2001 provides:

7 (A) No employer shall employ any person for a work period of
8 more than five (5) hours without a meal period of not less than 30
9 minutes, except that when a work period of not more than six (6)
10 hours will complete the day’s work the meal period may be
11 waived by mutual consent of the employer and the employee.
12 Unless the employee is relieved of all duty during a 30 minute
13 meal period, the meal period shall be considered an “on duty”
14 meal period and counted as time worked. An “on duty” meal
15 period shall be permitted only when the nature of the work
16 prevents an employee from being relieved of all duty and when
17 by written agreement between the parties an on-the-job paid meal
18 period is agreed to. The written agreement shall state that the
19 employee may, in writing, revoke the agreement at any time.

20 (B) If an employer fails to provide an employee a meal period in
21 accordance with the applicable provisions of this order, the
22 employer shall pay the employee one (1) hour of pay at the
23 employee’s regular rate of compensation for each workday that
24 the meal period is not provided.

25 (C) In all places of employment where employees are required to
26 eat on the premises, a suitable place for that purpose shall be
27 designated.

28 52. Labor Code section 512(a) provides, in pertinent part: “[a]n employer may not
employ an employee for a work period of more than five hours per day without providing the
employee with a meal period of not less than 30 minutes, except that if the total work period per
day of the employee is no more than six hours, the meal period may be waived by mutual
consent of both the employer and employee. An employer may not employ an employee for a
work period of more than 10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked is no more than 12
hours, the second meal period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived. Labor Code section 226.7 provides, in

1 pertinent part: “(c) If an employer fails to provide an employee a meal...period in accordance
2 with a state law...the employer shall pay the employee one additional hour of pay at the
3 employee’s regular rate of compensation for each workday that the meal...period is not
4 provided.”

5 53. By failing to, at times: provide duty-free meal periods of at least thirty (30)
6 minutes for shifts of five hours or more, which began before the end of the fifth hour of work;
7 provide second duty-free meal periods of at least thirty (30) minutes for shifts of ten hours or
8 more, which began before the tenth hour of work; and pay premium wages of one (1) hour of
9 pay at employees’ regular rate of compensation for each workday a meal period was not
10 provided, Defendants willfully violated the provisions of Labor Code sections 226.7 and 512,
11 and the “Meal Periods” section of Wage Order 4-2001.

12 54. Defendants’ unlawful acts deprived Plaintiff and the First and Second Meal
13 Period Subclasses of premium wages in amounts to be determined at trial, and they are entitled
14 to recover these amounts, along with interest, attorneys’ fees, and costs.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Authorize Paid Rest Periods**

17 **Labor Code § 226.7; Wage Order 4-2001, “Rest Periods” section**
18 **(By Plaintiff and each Rest Period Subclass Member)**

19 55. Plaintiff incorporates the preceding paragraphs of this Complaint.

20 56. The “Rest Periods” section of Wage Order 4-2001 provides:

21 (A) Every employer shall authorize and permit all employees to
22 take rest periods, which insofar as practicable shall be in the
23 middle of each work period. The authorized rest period time shall
24 be based on the total hours worked daily at the rate of ten (10)
25 minutes net rest time per four (4) hours or major fraction thereof.
26 However, a rest period need not be authorized for employees
27 whose total daily work time is less than three and one-half (3 ½)
28 hours. Authorized rest period time shall be counted as hours
worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in
accordance with the applicable provisions of this order, the
employer shall pay the employee one (1) hour of pay at the
employee’s regular rate of compensation for each workday that
the rest period is not provided.

57. Labor Code section 226.7 provides, in pertinent part:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a...rest...period in accordance with a state law...the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the...rest...period is not provided.

58. Alternative rules for the provision of rest periods under Labor Code section 226.7(f)(1) only apply when security guards are covered by a valid collective bargaining agreement. *See* Labor Code § 226.7(f)(3)(A). Plaintiff and, on information and belief, other Class Members were not covered by a collective bargaining agreement during the Class Period.

59. By failing to, at times, authorize and permit Plaintiff and Class Members a paid rest period of at least 10 minutes for every four hours or major fraction worked per day, and by failing to provide premium wages at the regular rate of compensation when not permitted or authorized, Defendants willfully violated the provisions of Labor Code section 226.7 and the "Rest Periods" section of Wage Order 4-2001.

60. Defendants' unlawful acts deprived Plaintiff and the Rest Period Subclass of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate, Itemized Wage Statements

Labor Code § 226

(By Plaintiff and each Wage Statement Subclass Member)

61. Plaintiff incorporates the preceding paragraphs of this Complaint.

62. Labor Code section 226(a) provides: "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross

1 wages earned, (2) total hours worked by the employee [...], (3) the number of piece-rate units
2 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided that all deductions made on written orders of the employee may be
4 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
5 which the employee is paid, (7) the name of the employee and only the last four digits of his or
6 her social security number, [...], (8) the name and address of the legal entity that is the
7 employer, and (9) all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee....”

9 63. Any employee suffering injury due to a willful violation of Labor Code section
10 226(a) may, under Labor Code section 226(e), collect the greater of actual damages or \$50 for
11 the first inadequate pay statement and \$100 for each inadequate statement thereafter, up to
12 \$4,000.

13 64. By failing to, at times, provide Plaintiff and Class Members accurate, itemized
14 wage statements, Defendants violated Labor Code section 226(a). If Defendants violations are
15 proven to have been willful, Defendants will be liable under Labor Code section 226(e).

16 65. As a consequence of Defendants’ willful failure to comply with Labor Code
17 section 226(a), Plaintiff and the Wage Statement Subclass seek to recover the greater of actual
18 damages or penalties not to exceed \$4,000 for each employee who suffered such violations with
19 interest, attorneys’ fees, and costs.

20 **SIXTH CAUSE OF ACTION**
21 **Failure to Pay Timely Final Wages**
22 **Labor Code §§ 201-203**
23 **(By Plaintiff and each Waiting Time Subclass Member)**

24 66. Plaintiff incorporates the preceding paragraphs of this Complaint.

25 67. An employer who discharges an employee must pay all compensation due and to
26 that employee immediately upon discharge. Labor Code § 201. An employer must pay all
27 compensation due to an employee who quits within 72 hours. Labor Code § 202. A willful
28 violation of section 201 or 202 warrants waiting time penalties of up to 30 days’ wages. Labor
Code § 203.

68. By failing to, at times, pay timely and complete final wages to Plaintiff and other Class Members, Defendants violated Labor code sections 201 and 202. If Defendants violations are proven to have been willful, Defendants will be liable under Labor Code section 203.

69. Defendants willfully failed to, at times, pay Plaintiff and Waiting Time Subclass Members the sum due at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for thirty (30) days thereafter. Defendants' unlawful acts deprived Plaintiff and Waiting Time Subclass Members of these wages, and they are entitled to recover waiting time penalties according to proof.

SEVENTH CAUSE OF ACTION

Failure to Reimburse Business-Related Expenses

Labor Code §§ 2802 and 2804

(By Plaintiff and each Expense Reimbursement Subclass Member)

70. Plaintiff incorporates the preceding paragraphs of this Complaint.

71. An employer must reimburse its employees for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...." Labor Code § 2802. This right to reimbursement may not be waived. Labor Code § 2804.

72. By failing to, at times, reimburse Plaintiff and Expense Reimbursement Subclass Members for their reasonable business expenses, including for work-related cell phone use, Defendants violated Labor Code section 2802.

73. Defendants' unlawful acts deprived Plaintiff and the Expense Reimbursement Subclass of expense reimbursements in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION

Violations of the Unfair Competition Law ("UCL")

Bus. & Prof. Code §§ 17200, *et seq.*

(By Plaintiff and each UCL Subclass Member)

74. Plaintiff incorporates the preceding paragraphs of this Complaint.

75. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq.*, defines unfair competition to include any "unlawful," "unfair," or

1 “fraudulent” business act or practice. Cal. Bus. & Prof. Code § 17200.

2 76. Defendants’ conduct as described above constitutes unlawful business practices
3 because Defendants violated: the California Labor Code, including but not limited to Sections
4 226.7 (meal and rest period premium wages), 510 and 1194 (minimum and overtime wages),
5 and 2802 (expense reimbursement); and sections of Wage Order 4-2001.

6 77. Defendants’ conduct as described above constitutes unfair business practices
7 because their denial of lawfully earned wages outweighs any utility of such practices.

8 78. As a result of Defendants’ unlawful and unfair conduct, Plaintiff and Class
9 Members suffered injury in fact.

10 79. Plaintiff and Class Members seek injunctive relief, restitution, and other
11 appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

12 80. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and
13 Class Members are entitled to recover reasonable attorneys’ fees, costs, and expenses incurred
14 in bringing this action.

15 81. This cause of action is brought as a cumulative remedy and is intended as an
16 alternative remedy for restitution for Plaintiff, and each Subclass Member, for the four (4)-year
17 period before the filing of this Complaint, and as the primary remedy during the fourth year
18 before the filing of this Complaint. Business and Professions Code § 17205.

19 **NINTH CAUSE OF ACTION**
20 **PAGA Civil Penalties for Failure to Pay Minimum, Overtime, and Double-Time Wages**
21 **(By Plaintiff and Aggrieved Employees)**

22 82. Plaintiff incorporates the preceding paragraphs of this Complaint.

23 83. “[A]ny provision of this code that provides for a civil penalty to be assessed and
24 collected by the Labor and Workforce Development Agency or any of its departments,
25 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
26 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
27 himself or herself and other current or former employees pursuant to the procedures specified in
28 Section 2699.3.” Labor Code § 2699(a).

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84. “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [] [with limited exceptions] of “One hundred dollars (\$100) for each aggrieved employee per pay period” [and] “two hundred dollars (\$200) for each aggrieved employee per pay period” under heightened circumstances. Labor Code § 2699(f)(2).

85. Labor Code section 218.5 provides: “(a) In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney’s fees and costs to the prevailing party if any party to the action requests attorney’s fees and costs upon the initiation of the action...(b) This section does not apply to any cause of action for which attorney’s fees are recoverable under Section 1194.”

86. Labor Code section 2699(k)(1) provides, in pertinent part: “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3.”

87. By failing to pay - to Plaintiff and aggrieved employees - minimum, overtime, and double-time wages, as applicable, for all hours worked or under Defendants’ control, and by failing to pay employer-side taxes, at times during the PAGA Period, Defendants violated Labor Code sections 510, and 1194, 1197, 1197.1, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of Wage Order 4-2001, subjecting them to civil penalties under PAGA.

88. Plaintiff seeks to recover any and all civil penalties for each violation, in an amount according to proof, as are available under PAGA. Plaintiff will seek \$100 for the initial pay period a violation occurred, and \$200 for each subsequent violation. Plaintiff also seeks attorneys’ fees and costs.

TENTH CAUSE OF ACTION
PAGA Civil Penalties for Failure to Provide Meal Periods
(By Plaintiff and Aggrieved Employees)

89. Plaintiff incorporates the preceding paragraphs of this Complaint.

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1 90. By failing to provide statutorily-compliant meal periods or premiums in lieu
2 thereof to Plaintiff and aggrieved employees, at times during the PAGA Period, Defendants
3 violated Labor Code sections 226.7, 512, and 1198, and the “Meal Periods” Section of Wage
4 Order 4-2001, subjecting them to civil penalties under PAGA.

5 91. Plaintiff seeks to recover any and all civil penalties for each violation, in an
6 amount according to proof, as are available under PAGA. Plaintiff will seek \$100 for the initial
7 pay period a violation occurred, and \$200 for each subsequent violation. Plaintiff also seeks
8 attorneys’ fees and costs.

9 **ELEVENTH CAUSE OF ACTION**
10 **PAGA Civil Penalties for Failure to Authorize Paid Rest Periods**
11 **(By Plaintiff and Aggrieved Employees)**

12 92. Plaintiff incorporates the preceding paragraphs of this Complaint.

13 93. By failing to authorize and permit Plaintiff and aggrieved employees to take a
14 rest period of at least 10 minutes for every four (4) hours or major fraction thereof worked per
15 day, or pay them premiums in lieu thereof, at times during the PAGA Period, Defendants
16 violated Labor Code sections 226.7 and 1198, and the “Rest Periods” Section of Wage Order 4-
2001, subjecting them to civil penalties under PAGA.

17 94. Plaintiff seeks to recover any and all civil penalties for each violation, in an
18 amount according to proof, as are available under PAGA. Plaintiff will seek \$100 for the initial
19 pay period a violation occurred, and \$200 for each subsequent violation. Plaintiff also seeks
20 attorneys’ fees and costs.

21 **TWELFTH CAUSE OF ACTION**
22 **PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements**
23 **(By Plaintiff and Aggrieved Employees)**

24 95. Plaintiff incorporates the preceding paragraphs of this Complaint.

25 96. Labor Code section 226.3 provides: “Any employer who violates subdivision (a)
26 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
27 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per
28 employee for each violation in a subsequent citation, for which the employer fails to provide the
employee a wage deduction statement or fails to keep the records required in subdivision (a) of

1 Section 226. The civil penalties provided for in this section are in addition to any other penalty
2 provided by law. In enforcing this section, the Labor Commissioner shall take into consideration
3 whether the violation was inadvertent, and in his or her discretion, may decide not to penalize
4 an employer for a first violation when that violation was due to a clerical error or inadvertent
5 mistake.”

6 97. Labor Code section 2699(f)(2) provides for default civil penalties of \$100 for an
7 initial violative pay period, and \$200 for a subsequent violative pay period, and under particular
8 circumstances for civil penalties in the amount of \$25 or \$50 for wage statement violations that
9 meet certain criteria.

10 98. By failing to provide accurate, itemized wage statements, at times during the
11 PAGA Period, Defendants violated Labor Code sections 246(i), 226(a), and 1198, subjecting
12 them to civil penalties under PAGA.

13 99. Plaintiff seeks to recover any and all civil penalties for each violation, in an
14 amount according to proof, as are available under PAGA. Plaintiff will seek, in the alternative,
15 \$100 for the initial pay period a violation occurred, and \$200 for each subsequent violation; or
16 \$250 for the initial pay period a violation occurred, and \$1,000 for each subsequent violation; or
17 \$25 or \$50 per pay period, as the action warrants. Plaintiff also seeks attorneys’ fees and costs.

18 **THIRTEENTH CAUSE OF ACTION**
19 **PAGA Civil Penalties for Failure to Timely Pay Wages Due During Employment and**
20 **Upon Separation**
21 **(By Plaintiff and Aggrieved Employees)**

22 100. Plaintiff incorporates the preceding paragraphs of this Complaint.

23 101. Labor Code section 204(a) provides, in pertinent part: “All wages, other than
24 those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any
25 employment are due and payable twice during each calendar month, on days designated in
26 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
27 days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of
28 the month during which the labor was performed, and labor performed between the 16th and the
last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the

1 following month.”

2 102. By failing to pay wages to Plaintiff and other aggrieved employees for time they
3 worked or spent under Defendants’ control, both during and upon separation from employment,
4 at times during the PAGA Period, Defendants violated Labor Code sections 201 through 204,
5 subjecting them to civil penalties under PAGA.

6 103. Plaintiff seeks to recover any and all civil penalties for each violation, in an
7 amount according to proof, as are available under PAGA. Plaintiff will seek \$100 for the initial
8 pay period a violation occurred, and \$200 for each subsequent violation. Plaintiff also seeks
9 attorneys’ fees and costs.

10 **FOURTEENTH CAUSE OF ACTION**
11 **PAGA Civil Penalties for Failure to Reimburse Business Expenses**
12 **(By Plaintiff and Aggrieved Employees)**

13 104. Plaintiff incorporates the preceding paragraphs of this Complaint.

14 105. By failing to reimburse Plaintiff and other aggrieved employees for their
15 business-related expenses, including personal cell phone expenses, at times during the PAGA
16 Period, Defendants violated Labor Code sections 2802 and 2804, subjecting them to civil
17 penalties under PAGA.

18 106. Plaintiff seeks to recover any and all civil penalties for each violation, in an
19 amount according to proof, as are available under PAGA. Plaintiff will seek \$100 for the initial
20 pay period a violation occurred, and \$200 for each subsequent violation. Plaintiff also seeks
21 attorneys’ fees and costs.

22 **FIFTEENTH CAUSE OF ACTION**
23 **PAGA Civil Penalties for Failure to Maintain Accurate Records**
24 **(By Plaintiff and Aggrieved Employees)**

25 107. Plaintiff incorporates the preceding paragraphs of this Complaint.

26 108. Labor Code section 1174(d) provides: “Every person employing labor in this
27 state shall: Keep, at a central location in the state or at the plants or establishments at which
28 employees are employed, payroll records showing the hours worked daily by and the wages
paid to employees employed at the respective plants or establishments. These records shall be
kept in accordance with rules established for this purpose by the commission, but, in any case

1 shall be kept on file for not less than three years.” The “Records” Section of Wage Order 4-
2 2001 also provides that certain time and wage records must be maintained by the employer.

3 109. Labor Code section 1174.5 provides: “Any person employing labor who
4 willfully fails to maintain accurate and complete records required by subdivision (d) of Section
5 1174, shall be subject to a civil penalty of five hundred dollars.”

6 110. By failing to maintain accurate time, pay, and meal period records as to Plaintiff
7 and aggrieved employees, at times during the PAGA Period, Defendants violated Labor Code
8 sections 1174(d) and 1198, and the “Records” Section of Wage Order 4-2001, subjecting them
9 to civil penalties under PAGA.

10 111. Plaintiff seeks to recover any and all civil penalties for each violation, in an
11 amount according to proof, as are available under PAGA. Plaintiff will seek, alternatively, \$100
12 for the initial pay period a violation occurred, and \$200 for each subsequent violation; or five
13 hundred dollars per aggrieved employee. Plaintiff also seeks attorneys’ fees and costs.

14 **PRAYER FOR RELIEF**

15 Plaintiff prays for the following relief on behalf of himself and the Class:

- 16 1. Class action certification;
- 17 2. Appointment of Plaintiff and Plaintiff’s counsel to represent the Class;
- 18 3. Provision of Class notice to Class Members;
- 19 4. That Defendants be enjoined from engaging in the unlawful or unfair acts and
20 practices alleged;
- 21 5. An order requiring Defendants to pay restitution of all amounts owed to
22 Plaintiff and Class Members, in an amount according to proof, pursuant to California Business
23 and Professions Code section 17203;
- 24 6. Compensatory damages according to proof;
- 25 7. Statutory damages under the Labor Code;
- 26 8. Liquidated damages under the Labor Code;
- 27 9. Pre-judgment interest;
- 28 10. That this action be maintained as a Representative Action under PAGA, and

Plaintiff and his counsel be provided with all enforcement capability as if the action were brought by the California Division of Labor Standards Enforcement;

11. For recovery of all civil penalties permitted by Labor Code section 2699(f)(2), 226.3, and 1174.5, as applicable, for violations of Labor Code sections 201-204, 218.5, 226(a), 226.7, 246(i), 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2802, and 2804, according to proof;

12. For the Plaintiff to be recognized by the Court as a Representative of the LWDA, that be deemed an "aggrieved employee," and that he be awarded some form of enhanced compensation for bringing this action should he prevail and provide benefit to the State of California or other "aggrieved employees," subject to the Court's discretion;

13. Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure section 1021.5, the California Labor Code, and other applicable law;

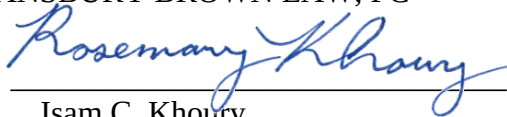
14. Costs of suit; and

15. Such other relief as the Court deems proper.

COHELAN KHOURY & SINGER
STANSBURY BROWN LAW, PC

Dated: March 6, 2025

By:



Isam C. Khoury

Michael D. Singer

Rosemary C. Khoury

Daniel J. Brown

Ethan C. Surls

Counsel for Plaintiff Seven Clark, on behalf of himself and all others similarly situated and aggrieved

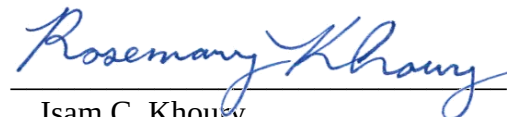
DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER
STANSBURY BROWN LAW, PC

Dated: March 6, 2025

By:



Isam C. Khoury

Michael D. Singer

Rosemary C. Khoury

Daniel J. Brown

Ethan C. Surls

Counsel for Plaintiff Seven Clark, on behalf of himself and all others similarly situated and aggrieved

PROOF OF SERVICE

Clark v. Safeguard America Security Inc.

Los Angeles Superior Court Case No. 24STCV30563

I, Karla Sousa, declare as follows:

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to this action. My business address is 605 “C” Street, Suite 200, San Diego, California 92101.

On March 6, 2025, I instituted service of the following document(s) described as:

**FIRST AMENDED CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT
 (“PAGA”) REPRESENTATIVE ACTION COMPLAINT**

on the following interested parties in this action by transmitting such document(s) electronically via CASEANYWHERE, pursuant to the Court’s December 12, 2024 order.

Counsel for Defendant

Omar A. Siddiqui, Esq.

Maoyu Wang, Esq.

Esteban Ortiz, Esq.

SIDDIQUI LAW, A PROF. CORP

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Costa Mesa, CA 92626-1902

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mwang@sidlawpc.com

eortiz@sidlawpc.com

[XX] STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed March 6, 2025, at San Diego, California.


Karla Sousa