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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Calderon, Deputy Clerk

8 Attorneys for Plaintiff Jason George,
9 on behalf of himself and all “aggrieved employees”
10 pursuant to Labor Code § 2698 *et seq.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES—NORTHEAST DISTRICT**

13 JASON GEORGE, on behalf of himself and all
14 “aggrieved employees” pursuant to Labor
15 Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 BEARARMS PROTECTIVE, INC., a
19 California corporation, and DOES 1 through
20 10, inclusive,

21 Defendants.

CASE NO: 25NNCV00407

22 **REPRESENTATIVE ACTION**
23 **COMPLAINT FOR PENALTIES**
24 **PURSUANT TO LABOR CODE § 2699(f)**
25 **FOR VIOLATIONS OF LABOR CODE**
26 **§§ 201, 202, 226(a), 226.7, 510, 512, AND**
27 **1194 AND PURSUANT TO LABOR CODE**
28 **§ 2699(a) FOR VIOLATIONS OF**
LABOR CODE §§ 226.3, 226.8, AND 558

1 Plaintiff JASON GEORGE (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of BEARARMS
3 PROTECTIVE, INC., a California corporation, and any subsidiaries or affiliated companies
4 (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other persons improperly classified as independent contractors rather than non-exempt
9 employees (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Voluntarily and knowingly misclassifying Plaintiff and other Aggrieved
15 Employees as independent contractors, instead of non-exempt employees, in violation of
16 Labor Code § 226.8. Defendants controlled their wages, hours and working conditions.
17 Defendants controlled their rate of pay. Defendants provided them with a set hourly schedule
18 in which to perform their jobs, thereby controlling Plaintiff’s Aggrieved Employees’ working
19 hours—including, among other things, the number of hours they were permitted to work and
20 their work schedules. Defendants also controlled their working conditions—including, among
21 other things, requiring Plaintiff and Aggrieved Employees to work at specified worksites
22 during specific work hours. As Defendants had control over Plaintiff’s and Aggrieved
23 Employees’ wages, hours and working conditions, Plaintiff and Aggrieved Employees were
24 improperly classified as independent contractors and instead should have been classified as
25 non-exempt employees;

26 b. Failing to pay Plaintiff and other Aggrieved Employees all overtime wages due
27 during the course of employment, in violation of Labor Code §§ 510, 558, and
28 1194. Defendants paid Plaintiff and Aggrieved Employees straight-time wages **only**, without

1 any payment of applicable overtime wages for applicable overtime shifts. Thus, when Plaintiff
2 and Aggrieved Employees work in excess of eight (8) hours in a workday and/or over forty
3 (40) hours in a workweek, they were entitled to premium overtime pay of one-and-one-half
4 times the regular rate of pay for all overtime hours worked. Defendants simply fail to pay any
5 overtime wages for applicable shifts/weeks. This violates Labor Code §§ 510, 558, and 1194;

6 c. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
7 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-
8 2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest
9 period for every four (4) hours of work or major fraction thereof, but were not paid premium
10 wages of one hour's pay for each missed rest period. Plaintiff and Aggrieved Employees were
11 simply denied their entitled rest periods and were never paid a premium rest period wage in
12 lieu thereof. This violates Labor Code § 226.7, and IWC Wage Order No. 4-2001;

13 d. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
14 were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC
15 Wage Order 4-2001. Plaintiff and Aggrieved Employees were routinely denied, and not
16 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift
17 worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal
18 period for every shift worked that exceeded ten hours, but were not paid premium wages of
19 one hour's pay for each missed first or second meal period. When Plaintiff and Aggrieved
20 Employees did receive a meal period, it was typically short, late, improperly on-duty, or they
21 were required to work through them, resulting in uncompensated time and unpaid wages. This
22 violates Labor Code §§ 226.7, 510, 512, 558, 1194, and IWC Wage Order 4-2001;

23 e. Failing to issue Plaintiff and all other Aggrieved Employees itemized wage
24 statements altogether. As such, they did not receive wage statements that accurately set forth
25 all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, the total hours
26 worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of
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1 Labor Code §§ 226(a)(5) and 226.3, all deductions, in violation of Labor Code §§ 226(a)(4)
2 and 226.3, the inclusive dates of the pay period, in violation of Labor Code §§ 226(a)(6) and
3 226.3, an employee identification number or the last four digits of employees' social security
4 numbers, in violation of Labor Code §§ 226(a)(7) and 226.3, the name and an address of the
5 legal entity that is the employer, in violation of Labor Code §§ 226(a)(8) and 226.3, and all
6 hourly rates in effect during the pay period and the corresponding number of hours worked,
7 in violation of Labor Code §§ 226(a)(9) and 226.3.; and

8
9 f. Failing to pay Plaintiff and other Aggrieved Employees all wages due at the
10 separation of their employment based on the time frames required by Labor Code §§ 201-203.
11 As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during
12 the course of their employment and, as a result of this failure, they were not timely paid all
13 wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is
14 alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by
15 Defendants.

16 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
17 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

18 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
19 because Defendants employed Plaintiff and other Aggrieved Employees in Los Angeles County,
20 California.

21 II.

22 PARTIES

23 A. Plaintiff

24 5. Plaintiff JASON GEORGE was employed by Defendants from May 2024 through
25 August 2024 as a non-exempt employee in Los Angeles County, California.

26 B. Defendant

27 6. Defendant BEARARMS PROTECTIVE, INC. is a California corporation, that
28 employed Plaintiff and Aggrieved Employees in Los Angeles County, California.

1 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
2 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
3 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
4 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
5 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
6 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
7 designated hereinafter as DOES when such identities become known.

8 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
9 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
10 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is
11 legally attributable to the other Defendants.

12 9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting
13 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
14 provisions of the California Labor Code as alleged herein.

15 **III.**

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
19 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
20 **LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO LABOR**
21 **CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3, 226.8, AND 558**

22 12. Plaintiff incorporates paragraphs 1 through 11 of this Complaint as though fully set forth
23 herein.

24 13. As a result of the acts alleged above, including the Labor Code violations set forth in
25 paragraphs 2 and 3 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

26 14. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
27 civil penalties subject to the following formula:
28

- 1 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
2 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512,
3 and 1194; and
4 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
5 Code §§ 226.3, 226.8, and 558.

6 15. Civil penalties recovered will be allocated 75% to the Labor and Workforce
7 Development Agency, and 25% to the affected employees.

8 15. On November 13, 2024, Plaintiff sent a letter, by online submission to the LWDA and
9 by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
10 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
11 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
12 calendar days of November 13, 2024. Plaintiff may therefore commence this action to seek civil
13 penalties pursuant to Labor Code § 2698 *et seq.*

14 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
15 described below.

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V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: January 20, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By: 
EVAN S. GAINES
Attorneys for Plaintiff