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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By N. Alvarez, Deputy Clerk

Attorneys for Plaintiff,
STEVEN TAPIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

STEVEN TAPIA, in his representative
capacity only, and on behalf of other
aggrieved employees pursuant to
California's Private Attorneys General
Act,

Plaintiff,

v.

PARAGON SYSTEMS, INC., a
corporation; and DOES 1 through 10
inclusive,

Defendants.

CASE NO.: 25STCV04896

**PLAINTIFF'S COMPLAINT FOR
VIOLATIONS OF CALIFORNIA
LABOR CODE SECTION 2698 ET
SEQ. - THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

1 Plaintiff Steven Tapia (“Plaintiff”), in his representative capacity only, and on
2 behalf of other aggrieved employees pursuant to California’s Private Attorneys General
3 Act, alleges as follows on knowledge as to his own acts/interactions and on information
4 and belief as to all other matters:

5 **JURISDICTION AND VENUE**

6 1. This Court has personal jurisdiction over Defendant because it conducts
7 business in the State of California.

8 2. Under California Code of Civil Procedure section 395(a), venue is proper in
9 this County because Defendant does business in this County and the harm to Plaintiff
10 occurred in this County.

11 **EXHAUSTION OF ADMINISTRATIVE REQUIREMENTS**

12 3. On December 11, 2024, counsel for Plaintiff prepared and electronically
13 submitted a letter to the California Labor & Workforce Development Agency (“LWDA”)
14 via the California Department of Industrial Relations’ “PAGA Filing” website. A copy
15 of the letter was mailed to Defendant, also via USPS Certified Mail. The letter contained
16 the specific provisions of the California Labor Code violated by Defendant, as well as the
17 facts and theories in support of Plaintiff’s claims.

18 4. Now that sixty-five (65) days have passed since Plaintiff notified
19 Defendants of these violations, the statutory time period for the LWDA to investigate
20 and/or respond, and for the employer to respond, has concluded. Plaintiff has exhausted
21 the administrative requirements for bringing a claim under the PAGA for these
22 violations.

23 **PARTIES**

24 5. Plaintiff, at all times relevant hereto, was and is a resident of the State of
25 California.

26 6. Plaintiff is informed and believes that Defendant PARAGON SYSTEMS,
27 INC. (“Defendant”) is a corporation organized and existing under the laws of Virginia
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1 with its principal place of business located at 4330 Park Terrace Dr., Westlake Village,
2 CA 91361.

3 7. The true names and capacities of the defendants named herein as Does 1
4 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown
5 to Plaintiff who therefore sues such defendants by fictitious names pursuant to California
6 Code of Civil Procedure section 474. Plaintiff is informed and believes that all of the
7 Doe defendants are California residents. Plaintiff will amend this Complaint to show
8 such true names and capacities when they have been determined.

9 8. Plaintiff is informed and believes that at all times relevant herein, each
10 defendant designated, including Does 1 through 10, was the agent, managing agent,
11 principal, owner, partner, joint venturer, representative, manager, servant, employee
12 and/or co-conspirator of each of the other defendants, and was at all times mentioned
13 herein acting within the course and scope of said agency and employment, and that all
14 acts or omissions alleged herein were duly committed with the ratification, knowledge,
15 permission, encouragement, authorization and consent of each defendant designated
16 herein.

17 **FACTUAL ALLEGATIONS**

18 9. Defendant provides security services.

19 10. Starting in approximately December of 2023 through approximately
20 November 28, 2024, Plaintiff was employed by Defendant as a non-exempt employee.

21 11. Plaintiff and other non-exempt employees in the state of California
22 (“aggrieved employees”) working for Defendant were not compensated for all time
23 worked, Defendant failed to accurately keep track of their time, had their time entries
24 altered/decreased by Defendant, had their time rounded, were required to work “off the
25 clock,” were not paid for mandatory trainings, and not paid for reporting time pay.

26 12. Further, Defendant failed to pay Plaintiff and other aggrieved employees all
27 wages due to them within any time period specified by Labor Code § 204, including
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1 earned and unpaid minimum wages, overtime wages, and wages in the form of penalties
2 for non-compliant meal and rest periods.

3 13. Plaintiff and other aggrieved employees are entitled to liquidated damages
4 equal to unlawfully unpaid minimum wages with interest pursuant to Labor Code §
5 1194.2.

6 14. Due to these and other issues, Plaintiff and other aggrieved employees were
7 also not compensated appropriately for overtime wages and double overtime wages.
8 Plaintiff and other aggrieved employees worked overtime during their employment with
9 Defendant by working over eight (8) hours in a workday and/or forty (40) hours in a
10 workweek.

11 15. Plaintiff and other aggrieved employees were also not compensated for all
12 hours worked and were not compensated at the appropriate overtime rate, which resulted
13 in underpayments of overtime wages and double overtime wages.

14 16. Plaintiff and other aggrieved employees working for Defendant were forced
15 to miss taking compliant meal periods (30-minute meal periods after the first five hours
16 worked). Moreover, Plaintiff and other non-exempt hourly employees were deprived of
17 taking a second meal period after ten hours worked. Plaintiff and other aggrieved
18 employees working for Defendant were denied compliant meal periods based on
19 Defendant's failure to implement an adequate relief system by which employees could
20 receive work-free meal periods.

21 17. Plaintiff and other aggrieved employees worked at least 3.5 hours or more
22 and were entitled to a 10-minute paid rest break for every 3.5 hours of continuous work.
23 Defendant knew or should have known that Plaintiff and Class Members worked 3.5
24 hours or more on any given day.

25 18. During Plaintiff's employment by Defendant, Plaintiff and other aggrieved
26 employees working for Defendant were forced to miss taking compliant rest periods (ten
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1 minutes rest time per four hours worked) due to the demands placed on them by
2 Defendant and lack of coverage.

3 19. Defendant failed to pay penalties for noncompliant rest and meal periods
4 (premium pay as required by Labor Code § 226.7(b) and Sections 11 and 12 of the
5 applicable Wage Order in lieu of meal and/or rest periods).

6 20. Upon Plaintiff's termination of employment, Plaintiff was not paid all
7 wages owed, including minimum wages, overtime wages, missing meal/rest period
8 premiums, and accrued paid time off. Plaintiff is informed and believes that Defendant
9 similarly failed to pay other aggrieved employees all wages owed upon termination or
10 resignation of employment in compliance with California law. In doing so, Defendant
11 violated and continues to violate California Labor Code sections 201-203 (failure to pay
12 all wages upon termination or resignation).

13 21. In addition, Defendant did not provide Plaintiff and other aggrieved
14 employees with accurate wage statements as required under California law. More
15 specifically, the wage statements provided to Plaintiff and other employees did not reflect
16 or did not accurately reflect the: (1) gross wages earned, (2) total hours worked by the
17 employee, (3) net wages earned, and (4) all applicable hourly rates in effect during the
18 pay period and the corresponding number of hours worked at each hourly rate by the
19 employee. Accordingly, Plaintiff and other aggrieved employees were not able to
20 promptly and easily determine the missing information without reference to other
21 documents or information.

22 22. The wage statements also did not provide accurate information by
23 understating the lack of meal/rest break premium pay that should have been paid to
24 Plaintiff and the other aggrieved employees. Naranjo v. Spectrum Sec. Servs., Inc., 13
25 Cal. 5th 93 (2022) (Because premium pay for missed meal and rest breaks under Lab.
26 Code, § 226.7, compensated employees for the work performed during a break period and
27 therefore constituted wages within the meaning of Lab. Code, §§ 200, subd. (a), 203, 226,
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1 penalties could be available for an employer's alleged failure to timely pay or report such
2 payments.).

3 23. Plaintiff and other aggrieved employees were not able to promptly and
4 easily determine the missing information without reference to other documents or
5 information.

6 24. Plaintiff and other aggrieved employees were not reimbursed for all
7 business expenses and, to the extent such reimbursement was provided, it was provided
8 in an amount not sufficient to reimburse Plaintiff and other employees for such expenses,
9 including use of their personal mobile phones and data plans, which were required to
10 perform their duties. See Cochran v. Schwan's Home Service, Inc., 228 Cal. App. 4th
11 1137 (2014) (Lab. Code, § 2802, requires an employer to reimburse an employee for the
12 reasonable expense of the mandatory use of a personal cell phone, regardless of the
13 details of the employee's cell phone plan, whether the phone bill is paid for by a third
14 person or at all, and whether the employee changed plans to accommodate worked-
15 related cell phone usage; to show liability under § 2802, an employee need only show
16 that he or she was required to use a personal cell phone to make work-related calls, and
17 that he or she was not reimbursed).

18 25. Defendant violated California Labor Code §§ 1174, 1174.5 by failing to
19 keep at a central location in the state or at the plants or establishments at which
20 employees are employed, payroll records showing the hours worked daily by and the
21 wages paid to employees employed at the respective plants or establishments.

22 26. Defendant also violated California Labor Code § 227.3 by failing to pay
23 upon termination/resignation, failing to appropriately accrue, and forfeiture of paid time
24 off.

25 27. Defendant also violated California Labor Code § 246 by failing to properly
26 accrue and pay sick pay at the correctly regular rate of pay, which should have included
27 all non-discretionary incentive compensation. Instead, the regular rate of pay used paying
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1 sick pay was the base hourly rate, not including all non-discretionary incentive
2 compensation.

3 **FIRST CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTION**
5 **2698 ET SEQ.**

6 **(REPRESENTATIVE ACTION BY PLAINTIFF AND AGGRIEVED**
7 **EMPLOYEES AGAINST DEFENDANT)**

8 28. Plaintiff incorporates by this reference all preceding and subsequent
9 paragraphs.

10 29. Plaintiff seeks penalties pursuant to PAGA for based on Defendant's
11 following violation of the California Labor Code:

- 12 a. Underpayment and late of minimum wages and hourly wages in violation
13 of California Labor Code §§ 204, 1194, 1194.2, 1197, IWC Wage Order,
14 California Minimum Wage Order.
- 15 b. Underpayment of overtime wages in violation of California Labor Code
16 §§ 510, 1194, 1198, and IWC Wage Order.
- 17 c. Failure to provide compliant meal periods in violation of California Labor
18 Code §§ 226.7, 512, 558, and IWC Wage Order.
- 19 d. Failure to provide compliant rest periods in violation of California Labor
20 Code §§ 226.7, 512, 558, and IWC Wage Order.
- 21 e. Failure to reimburse business expenses in violation of California Labor
22 Code 2802 and IWC Wage Order.
- 23 f. Non-compliant wage statements in violation of California Labor Code §
24 226(a).
- 25 g. Failure to pay all wages upon resignation or termination due to the
26 underpayment of wages and/or overtime in violation of California Labor
27 Code §§ 201-203.

- h. Failure to pay, appropriately accrue, and forfeiture of paid time off in violation of California Labor Code § 227.3.
- i. Failure to pay and appropriately accrue sick pay wages in violation of California Labor Code § 246.
- j. Failure to keep payroll records showing total hours worked and wages paid in violation of California Labor Code §§ 1174-1174.5 and IWC Wage Order.

30. Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code §§ 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period.

31. Plaintiff was compelled to retain the services of counsel to file this action to protect Plaintiff's interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendant. Plaintiff has thereby incurred attorneys' fees and costs, which Plaintiff is entitled to recover under California Labor Code § 2699(g).

PRAYER FOR RELIEF

32. WHEREFORE, Plaintiff respectfully requests the Court grant Plaintiff and other aggrieved employees following relief against Defendant:

- a. Civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code §§ 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period;
- b. For attorneys' fees where allowed by law, including under California Labor Code § 2699(g);

- 1 c. For an award of pre-judgment and post-judgment interest where allowed
2 by law, including California Labor Code § 218.6;
3 d. For costs of suit incurred herein; and
4 e. For such other and further relief as this Court deems just and proper.
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6 Dated: February 20, 2025

Respectfully submitted,
AZADIAN LAW GROUP, PC

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10 By: _____
George S. Azadian
11 Attorneys for Plaintiff,
12 STEVEN TAPIA
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