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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

EUGENE MCGILL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

FRONTLINE PATROL INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2500442

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

- (1) VIOLATION OF LABOR CODE §§
226.7 AND 512;
- (2) VIOLATION OF LABOR CODE §
226.7;
- (3) VIOLATION OF LABOR CODE §§
1194, 1197, AND 1197.1;
- (4) VIOLATION OF LABOR CODE §§
510, AND 1194;
- (5) VIOLATION OF LABOR CODE §
226;
- (6) VIOLATION OF LABOR CODE §
2802;
- (7) VIOLATION OF BUSINESS AND
PROFESSIONS CODE §17200, *ET
SEQ.*
- (8) VIOLATION OF LABOR CODE §
2698, *ET SEQ.*, THE PRIVATE
ATTORNEYS GENERAL ACT

DEMAND OVER \$25,000

1 Plaintiff Eugene McGill (“Plaintiff”), hereby submits this First Amended Class and
2 Representative Action Complaint against Defendant Frontline Patrol Inc. (“Defendant”), and Does 1-
3 50 (hereinafter collectively referred to as “Defendants”), as an individual and on behalf of a class of all
4 other similarly situated current and former employees of Defendants for penalties and/or damages
5 under the California Labor Code, and restitution for unfair business practices in violation of Business
6 and Professions Code section 17200, et seq., as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under California
9 Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2802, and 2698, *et*
10 *seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair
11 Competition Law (the “UCL”), codified at California Business and Professions Code section 17200, *et*
12 *seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in violations
14 of the California Labor Code and Business and Professions Code against employees of Defendants.

15 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
16 severally have acted intentionally and with deliberate indifference and conscious disregard to the rights
17 of all employees by: (a) failing to provide accurate itemized wage statements, in violation of Labor
18 Code section 226; (b) failing to provide off-duty meal and rest breaks, in violation of Labor Code
19 sections 226.7 and 512; (c) failing to pay for all hours worked, including without limitation, time that
20 class members spent maintaining and cleaning uniforms, in violation of Labor Code sections 510,
21 1194, 1197 and 1197.1; (d) failing to reimburse business expenses, in violation of Labor Code section
22 2802; (e) failing to pay all earned wages at the time of separation of employment, in violation of Labor
23 Code sections 201, 202 and 203; and (f) engaging in Unfair Business Practices in violation of the UCL,
24 the California Labor Code and the applicable IWC Wage Orders.

25 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
26 engaged in, among other things a system of willful violations of the California Labor Code, Business
27 and Professions Code and applicable IWC Wage Orders by creating and maintaining policies, practices
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1 and customs that knowingly deny employees the above stated rights and benefits.

2 5. The policies, practices and customs of defendants described above and below have
3 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
4 routinely adhere to the strictures of the California Labor Code and the California Business and
5 Professions Code.

6 **JURISDICTION AND VENUE**

7 6. The Court has jurisdiction over the violations of the California Labor Code sections 201,
8 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*, and the UCL.

9 7. Venue is proper in San Bernardino County because Plaintiff performed work for
10 Defendant in this County.

11 **PARTIES**

12 8. In or around January 2024, Plaintiff began working for Defendant as a security officer.
13 On or about November 21, 2024, Plaintiff's employment ended. For the duration of Plaintiff's
14 employment, Plaintiff was an hourly, non-exempt employee.

15 9. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a
16 corporation doing business in the State of California providing security services, including in San
17 Bernardino County.

18 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
19 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
20 partnerships, licensed to do business and actually doing business in the State of California.

21 11. As such, and based upon all the facts and circumstances incident to Defendants' business
22 in California, Defendants are subject to California Labor Code sections 201, 202, 203, 226, 226.7, 510,
23 512, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*, the IWC Wage Orders and the UCL.

24 12. Plaintiff does not know the true names or capacities, whether individual, partner or
25 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
26 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
27 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
28 alleges that each of said fictitious Defendants were responsible in some way for the matters alleged

herein and proximately caused Plaintiff, the class and members of the general public to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382, of a class of all current and former non-exempt security guard/security officer employees who worked for Defendant in the State of California at any time during the period of time from December 9, 2020, through the present (the "Class"). The Class

also consists of the following subclasses:

a. All current and former non-exempt security guard/security officer employees who worked for Defendant in the State of California, and worked one or more shifts lasting 3.5 hours or more, during the period of December 9, 2020 through the present (“Rest Period Sub-Class” or “Rest Period Sub-Class Members”); and

b. All current and former non-exempt security guard/security officer employees who worked for Defendant in the State of California, worked one or more shifts exceeding 5 hours, during the period of December 9, 2020 through the present (“Meal Period Sub-Class” or “Meal Period Sub-Class Members”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendant’s records, including payroll records. Plaintiff alleges that Defendant: (a) failed to provide accurate itemized wage statements, in violation of Labor Code section 226; (b) failed to provide off-duty meal and rest breaks, in violation of Labor Code sections 226.7 and 512; (c) failed to pay for all hours worked, including without limitation, time that class members spent maintaining and cleaning uniforms, in violation of Labor Code sections 510, 1194, 1197 and 1197.1; (d) failed to reimburse business expenses, in violation of Labor Code section 2802; (e) failed to pay all earned wages at the time of separation of employment, in violation of Labor Code sections 201, 202 and 203; and (f) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code and the applicable IWC Wage Orders.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the class and individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

20. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendant: (a) failing to provide accurate itemized wage statements, in violation of Labor Code

1 section 226; (b) failing to provide off-duty meal and rest breaks, in violation of Labor Code sections
2 226.7 and 512; (c) failing to pay for all hours worked, including without limitation, time that class
3 members spent maintaining and cleaning uniforms, in violation of Labor Code sections 510, 1194,
4 1197 and 1197.1; (d) failing to reimburse business expenses, in violation of Labor Code section 2802;
5 (e) failing to pay all earned wages at the time of separation of employment, in violation of Labor Code
6 sections 201, 202 and 203; and (f) engaging in Unfair Business Practices in violation of the UCL, the
7 California Labor Code and the applicable IWC Wage Orders.

8 **21. Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
9 in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the
10 Class members. As with other non-exempt security guard/security officer employees, Plaintiff
11 regularly worked shifts in excess of five hours. However, Defendant failed to provide Plaintiff proper
12 duty-free meal and rest periods and/or pay premium compensation in lieu thereof. Specifically,
13 Defendant required Plaintiff to remain on the jobsite during his breaks. Defendant also required
14 Plaintiff to keep his cell phone on during breaks and respond to any calls if called upon during his
15 break. As a result of this policy, Plaintiff remained subject to Defendant's control, and received
16 interrupted and/or shortened breaks.

17 **22.** Defendant required that all non-exempt security guard/security officer employees,
18 including Plaintiff, wear a company issued uniform. Defendant required Plaintiff to clean and maintain
19 his work uniform at home without the payment of any wages for such work. As a result, Plaintiff was
20 not paid all applicable overtime and minimum wages spent cleaning and maintaining the uniform while
21 Plaintiff was at home.

22 **23.** To date, Plaintiff has not received the unpaid wages, including meal and rest period
23 premiums, owed to him. Thus, Defendant is liable for waiting time penalties under Labor Code section
24 203. Furthermore, as a result of the aforementioned violations, Plaintiff was provided wage statements
25 that failed to accurately reflect the total hours worked, the applicable rates of pay, and gross/net wages
26 earned, in violation of Labor Code section 226(a).

27 **24.** Defendant further required that Plaintiff and other non-exempt security guard/security
28

1 officer employees maintain, clean and/or wash their uniforms at their own expense. Additionally,
2 Defendant required Plaintiff and other non-exempt security guard/security officer employees to use
3 their personal cell phones for work-related tasks, such as communicating with co-workers during
4 patrols, checking their posts, and recording hours worked. Defendant did not make any
5 reimbursements for such work-related expenses.

6 25. As such, Plaintiff is a member of the Class and has suffered the alleged violations of
7 California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and
8 2802, and the applicable IWC Wage Orders.

9 26. The California Labor Code and upon which Plaintiff bases these claims is broadly
10 remedial in nature. These laws and labor standards serve an important public interest in establishing
11 minimum working conditions and standards in California. These laws and labor standards protect the
12 average working employee from exploitation by employers who may seek to take advantage of
13 superior economic and bargaining power in setting onerous terms and conditions of employment.

14 27. The nature of this action and the format of laws available to Plaintiff and members of the
15 Class identified herein make the class action format a particularly efficient and appropriate procedure
16 to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the
17 corporate Defendant would necessarily gain an unconscionable advantage since it would be able to
18 exploit and overwhelm the limited resources of each individual Plaintiff with Defendant's vastly
19 superior financial and legal resources. Requiring each Class member to pursue an individual remedy
20 would also discourage the assertion of lawful claims by employees who would be disinclined to file an
21 action against their former and/or current employer for real and justifiable fear of retaliation and
22 permanent damage to their careers at subsequent employment.

23 28. The prosecution of separate actions by the individual class members, even if possible,
24 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
25 Class members against the Defendant and which would establish potentially incompatible standards of
26 conduct for the Defendant, and/or (b) adjudications with respect to individual Class members which
27 would, as a practical matter, be dispositive of the interest of the other Class members not parties to the
28 adjudications or which would substantially impair or impede the ability of the Class members to

1 protect their interests. Further, the claims of the individual members of the Class are not sufficiently
2 large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

3 29. Such a pattern, practice and uniform administration of corporate policy regarding illegal
4 employee compensation described herein is unlawful and creates an entitlement to recovery by the
5 Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid minimum wages,
6 including interest thereon, unpaid meal and rest period premium pay, applicable penalties, reasonable
7 attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 201, 202,
8 203, 218.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, the applicable IWC Wage Orders
9 and Code of Civil Procedure section 1021.5.

10 30. Proof of a common business practice or factual pattern, which the named PLAINTIFF
11 experienced and is representative of, will establish the right of each of the members of the Class to
12 recovery on the causes of action alleged herein.

13 31. The Class is commonly entitled to a specific fund with respect to the compensation
14 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those
15 funds being improperly withheld by Defendant. This action is brought for the benefit of the entire
16 class and will result in the creation of a common fund.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

19 **(BY PLAINTIFF AND THE MEAL PERIOD SUB-CLASS AGAINST ALL DEFENDANTS)**

20 32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
21 fully set for herein.

22 33. At all relevant times, Defendant failed in its affirmative obligation to ensure that Plaintiff
23 and Meal Period Sub-Class Members, had the opportunity to take and were provided with off-duty
24 meal periods in accordance with the mandates of the California Labor Code and the applicable IWC
25 Wage Order.

26 34. Plaintiff and Meal Period Sub-Class Members were suffered and permitted to work
27 through legally required meal breaks and were denied the opportunity to take their off-duty meal
28 breaks. This included, without limitation, Defendant requiring Plaintiff and Meal Period Sub-Class

Members to carry cellphones and respond to calls during meal breaks, as well as remaining on premises during these breaks. As such, Defendant is responsible for paying premium compensation for missed meal periods pursuant to Labor Code section 226.7 and the applicable IWC Wage Order. Defendant, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each meal period Plaintiff and the Meal Period Sub-Class Members missed.

35. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Meal Period Sub-Class Members identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code sections 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

36. Plaintiff is informed and believes, and based thereon allege, that Defendant's willful failure to provide all meal period premium wages due and owing to Plaintiff and Meal Period Sub-Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Meal Sub-Class who have separated from employment are entitled to compensation pursuant to Labor Code section 203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

(BY PLAINTIFF AND THE REST PERIOD SUB-CLASS AGAINST ALL DEFENDANTS)

37. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

38. At all relevant times, Defendant failed in its affirmative obligation to provide Plaintiff and Rest Period Sub-Class Members the opportunity to take rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order.

39. Plaintiff and Rest Period Sub-Class Members were suffered and permitted to work through legally required rest breaks and were denied the opportunity to take their off-duty rest breaks. This included, without limitation, Defendant requiring Plaintiff and Rest Period Sub-Class Members to carry cellphones and respond to calls during rest breaks, as well as remaining on premises during these

1 breaks. As such, Defendant is responsible for paying premium compensation for rest periods pursuant
2 to Labor Code section 226.7 and the applicable IWC Wage Order. Defendant, as a matter of corporate
3 policy and procedure, regularly failed to pay such premium compensation for each rest period Plaintiff
4 and the Rest Period Sub-Class Members missed.

5 40. Such a pattern, practice and uniform administration of corporate policy as described
6 herein is unlawful and creates an entitlement to recovery by the Plaintiff and Rest Period Sub-Class
7 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
8 compensation pursuant to Labor Code section 226.7, and the applicable IWC Wage Order, including
9 interest thereon, penalties, and costs of suit.

10 41. Plaintiff is informed and believes, and based thereon allege, that Defendant's willful
11 failure to provide all rest period premium wages due and owing to Plaintiff and Rest Period Sub-Class
12 Members upon separation from employment results in a continued payment of wages up to thirty (30)
13 days from the time the wages were due. Therefore, Plaintiff and other members of the Rest Period
14 Sub-Class who have separated from employment are entitled to compensation pursuant to Labor Code
15 section 203.

16 **THIRD CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1**

18 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

19 42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
20 fully set for herein.

21 43. This cause of action is brought pursuant to Labor Code sections 558, 1194, 1197, and
22 1197.1, which require an employer to pay employees minimum wages for all hours worked less than
23 eight hours in a day and/or less than 40 hours in a workweek.

24 44. As a pattern and practice, Defendant suffered and permitted Class Members to work
25 without payment of minimum wages for all hours worked in a workday and workweek. More
26 specifically, Defendant required that Class Members wear a company issued uniform. Defendant
27 required Class Members to clean and maintain their work uniform at home without the payment of any
28 wages for such work.

45. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 558, 1194, 1197 and 1197.1.

46. Plaintiff is informed and believes, and based thereon allege, that Defendant's willful failure to provide all minimum wages due and owing Plaintiff and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code section 203.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 510 AND 1194

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

48. This cause of action is brought pursuant to Labor Code sections 510, 558, 1194, and 1197.1, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

49. As a pattern and practice, Defendant suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. More specifically, Defendant required that Class Members wear a company issued uniform. Defendant required Class Members to clean and maintain their work uniform at home without the payment of any wages for such work.

50. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of

1 California Labor Code sections 510, 558, 1194, and 1197.1.

2 51. Plaintiff is informed and believes, and based thereon allege, that Defendant's willful
3 failure to provide all overtime wages due and owing Plaintiff and Class Members upon separation from
4 employment results in a continued payment of wages up to thirty (30) days from the time the wages
5 were due. Therefore, Plaintiff and other members of the Class who have separated from employment
6 are entitled to compensation pursuant to Labor Code section 203.

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8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 226**

10 **(BY PLAINTIFF AND THE CLASS AND ALL SUBCLASSES AGAINST ALL**
11 **DEFENDANTS)**

12 52. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
13 fully set for herein.

14 53. Defendant failed in its affirmative obligation to provide accurate itemized wage
15 statements. Defendant, as a matter of policy and practice, did not provide accurate records in violation
16 of Labor Code section 226 by failing to provide accurate payroll records for Plaintiff and the Class.

17 54. Plaintiff and the Class were paid hourly. As such, the wage statements should have
18 reflected the applicable hourly rates of pay, total hours worked, and gross and net wages earned,
19 pursuant to Labor Code section 226(a). However, as a result of the nonpayment and/or underpayment
20 of wages alleged herein, Defendant issued inaccurate wage statements to employees. In this regard, the
21 wage statements failed to accurately identify the number of hours worked, hourly rates of pay, gross
22 wages earned, and net wages earned

23 55. Such a pattern, practice and uniform administration of corporate policy as described
24 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified
25 herein, in a civil action, for all damages or penalties pursuant to Labor Code section 226, including
26 interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code
27 section 226.
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61. Defendant, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (a) failing to provide off-duty meal and rest breaks, in violation of Labor Code sections 226.7 and 512; (c) failing to pay for all hours worked, including without limitation, time that class members spent maintaining and cleaning uniforms, in violation of Labor Code sections 510, 1194, 1197 and 1197.1; and (d) failing to reimburse business expenses, in violation of Labor Code section 2802.

62. Defendant's utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

63. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendant by means of the unfair practices complained of herein.

64. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code section 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

EIGHTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

65. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

66. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from December 2, 2023, through the present, for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, arising from Defendant's policy and

1 practice of: (a) failing to provide accurate itemized wage statements, in violation of Labor Code
2 section 226; (b) failing to provide off-duty meal and rest breaks, in violation of Labor Code sections
3 226.7 and 512; (c) failing to pay for all hours worked, including without limitation, time that class
4 members spent maintaining and cleaning uniforms, in violation of Labor Code sections 510, 1194,
5 1197 and 1197.1; (d) failing to reimburse business expenses, in violation of Labor Code section 2802;
6 and (e) failing to pay all earned wages at the time of separation of employment, in violation of Labor
7 Code sections 201, 202 and 203.

8 67. On or about December 2, 2024, Plaintiff sent written notice to the California Labor &
9 Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code §§ 201, 202,
10 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, pursuant to the PAGA. In addition to
11 the LWDA, Plaintiff also sent his notice to Defendant via certified mail pursuant to Labor Code §
12 2699.3.

13 68. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff’s
14 written notice nor indicated that it intends to investigate the Labor Code violations provided for in the
15 written notice.

16 69. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
17 applicable civil penalties for Defendant’s violations of Labor Code §§ 201, 202, 203, 226(a), 226.7,
18 510, 512, 558, 1194, 1197, 1197.1, and 2802, for the time period described above, on behalf of himself
19 and other Aggrieved Employees.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that
22 this suit is brought against Defendants, jointly and severally, as follows:

- 23 1. For an order certifying the proposed Class;
- 24 2. For an order appointing Plaintiff as the representatives of the Class as described herein;
- 25 3. For an order appointing counsel for Plaintiff as Class counsel;
- 26 4. Upon the First Cause of Action, for damages and/or penalties pursuant to California
27 Labor Code sections 201, 202, 203, 226.7, 512, and for costs;
- 28 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California

1 Labor Code sections 201, 202, 203, 226.7, and for costs;

2 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California
3 Labor Code sections 201, 202, 203, 1197, and 1197.1, and for costs and attorneys' fees;

4 7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to statute as set
5 forth in California Labor Code sections 201, 202, 203, 510, 1194, 1197, and 1197.1, and for costs and
6 attorneys' fees;

7 8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as set forth
8 in California Labor Code section 226, and for costs and attorneys' fees;

9 9. Upon the Sixth Cause of Action, for damages and/or penalties pursuant to California
10 Labor Code section 2802, and for costs and attorneys' fees;

11 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly effected
12 members of the general public of all funds unlawfully acquired by Defendants by means of any acts or
13 practices declared by this Court to be in violation of Business and Professions Code section 17200, *et*
14 *seq.*, for the time periods described above;

15 11. Upon the Eighth Cause of Action, for the full amount of penalties pursuant to California
16 Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*
17 and for costs and attorneys' fees;

18 12. On all causes of action, for attorneys' fees and costs as provided by California Labor
19 Code sections 218.5, 226, 510, 1194, 1197.1, and 2802, and Code of Civil Procedure section 1021.5;
20 and

21 13. For such other and further relief as the Court may deem just and proper.

22 DATED: February 5, 2025

23 DIVERSITY LAW GROUP, P.C.
POLARIS LAW GROUP

24 By: _____
25 Larry W. Lee
26 Kristen M. Agnew
27 Max W. Gavron
28 Mai Tulyathan
Simon L. Yang
Attorneys for PLAINTIFF and the CLASS

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