

ENDORSED  
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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT



1 Larry W. Lee, Esq. SBN 228175  
2 **DIVERSITY LAW GROUP, P.C.**  
3 515 S. Figueroa St., Suite 1250  
4 Los Angeles, CA 90071  
5 Telephone: (213) 488-6555  
6 Facsimile: (213) 488-6554

7 Attorneys for Plaintiff and the Class

8 \*ADDITIONAL ATTORNEYS LISTED ON NEXT PAGE

9 **SUPERIOR COURT OF CALIFORNIA**  
10 **COUNTY OF ALAMEDA**

11 JASON BELL, as an individual and on  
12 behalf of all others similarly situated,

13 Plaintiffs,

14 vs.

15 SOS SECURITY, LLC., a Limited  
16 Liability Company, and DOES 1  
17 through 50, inclusive,

18 Defendants.

Case No. RG17847734

BY FAX

**SECOND AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES FOR:**

- 19 (1) **VIOLATION OF CAL. LABOR CODE §§**  
20 **226.7 AND 512 FOR FAILURE TO PROVIDE**  
21 **MEAL PERIODS;**
- 22 (2) **VIOLATION OF CAL. LABOR CODE §**  
23 **226.7 FOR FAILURE TO PROVIDE REST**  
24 **PERIODS;**
- 25 (3) **VIOLATION OF CAL. LABOR CODE §§**  
26 **221-226 & 2802 FOR FAILURE TO**  
27 **REIMBURSE FOR BUSINESS RELATED**  
28 **EXPENSES;**
- (4) **VIOLATION OF CAL. LABOR CODE §§**  
**510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and**  
**1199 FOR FAILURE TO PAY MINIMUM,**  
**REGULAR OR OVERTIME WAGES;**
- (5) **VIOLATION OF CAL. LABOR CODE §§**  
**226(a), 226.3 & 1174 FOR FAILURE TO**  
**PROVIDE AND MAINTAIN ACCURATE**  
**AND COMPLETE WAGE STATEMENTS;**
- (6) **VIOLATION OF CAL. LABOR CODE §§**  
**201.3, 204 & 204b FOR FAILURE TO PAY**  
**WAGES IN A TIMELY MANNER;**
- (7) **VIOLATION OF LABOR CODE SECTION**  
**2698, ET SEQ.; AND**
- (8) **VIOLATION OF CALIFORNIA BUSINESS**  
**& PROFESSIONS CODE §17200 ET SEQ.**

**ADDITIONAL COUNSEL**

Edward W. Choi, Esq. SBN 211334  
**LAW OFFICES OF CHOI & ASSOCIATES**  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 381-1515  
Facsimile: (213) 465-4885

William L. Marder, Esq. (SSN 170131)  
**POLARIS LAW GROUP**  
501 San Benito Street, Suite 200  
Hollister, CA 95023  
Telephone: (831) 531-4214  
Facsimile: (831) 634-0333

Attorneys for Plaintiff and the Class

1 Plaintiff JASON BELL (“Plaintiff”) hereby submits this Second Amended Class Action  
2 Complaint (“Complaint”) against Defendant SOS SECURITY, LLC. (“Defendant”) and DOES 1  
3 through 50 (hereinafter collectively referred to as “Defendants”) on behalf of himself and the  
4 class of all other similarly situated current and former employees of Defendants for unpaid  
5 wages and penalties under the California Labor Code, and for restitution as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court’s jurisdiction under California Labor Codes,  
8 and the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”) and  
9 the California Unfair Competition Law (the “UCL”), Business and Professions Code § 17200, *et*  
10 *seq.*

11 2. This complaint challenges systemic illegal employment practices resulting in  
12 violations of the California Labor Code and the UCL against individuals who worked for  
13 Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,  
15 jointly and severally, have acted intentionally and with deliberate indifference and conscious  
16 disregard to the rights of all employees in receiving proper meal and rest breaks, receiving  
17 reimbursement for business expenses, receiving proper wages earned, receiving timely wages in  
18 compliance with Labor Codes, and compliant wage statements.

19 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 have engaged in, among other things a system of willful violations of the California Labor Code  
21 and the UCL by creating and maintaining policies, practices and customs that knowingly deny  
22 employees the above stated rights and benefits.

23 5. The policies, practices and customs of defendants described above and below  
24 have resulted in unjust enrichment of Defendants and an unfair business advantage over  
25 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

26 **JURISDICTION AND VENUE**

27 6. The Court has jurisdiction over the violations of the California Labor Codes and  
28 the UCL.



1 acting within the course and scope of said agency and employment.

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

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

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

19 **CLASS ACTION ALLEGATIONS**

20 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to  
21 California Code of Civil Procedure § 382. Plaintiff proposes the following Class and Subclasses:

22 a. All employees who were employed by Defendants in the State of California at  
23 any time from January 31, 2013 through the present as a security officer/guard (the  
24 “Class”);

25 b. All employees who were employed by Defendants in the State of California at  
26 any time from January 31, 2013 through the present as a security officer/guard and who  
27 worked more than five (5) hours in any work shift (the “Meal Period Subclass”);  
28

1 c. All employees who were employed by Defendants in the State of California at  
2 any time from January 31, 2013 through the present as a security officer/guard and who  
3 worked three and one-half (3.5) hours or more in any work shift (the “Rest Period  
4 Subclass”);

5 18. **Numerosity and Ascertainability:** The members of the Class are so numerous  
6 that joinder of all members would be impractical, if not impossible. The identity of the members  
7 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.  
8 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to  
9 provide meal periods; (b) failed to provide rest periods; (c) failed to reimburse for business  
10 related expenses; (d) failed to pay minimum, regular or overtime wages; (e) failed to provide  
11 accurate and complete wage statements; and (f) failed to pay wages in a timely manner.

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

18 20. Defendants uniformly administered a corporate policy, practice of: (a) failed to  
19 provide meal periods; (b) failed to provide rest periods; (c) failed to reimburse for business  
20 related expenses; (d) failed to pay minimum, regular or overtime wages; (e) failed to provide and  
21 maintain accurate and complete wage statements; and (f) failed to pay wages in a timely manner.

22 21. Plaintiff is informed and believes, and based thereon alleges, that this corporate  
23 conduct is accomplished with the advance knowledge and designed intent to willfully and  
24 intentionally fail to accurately record proper rates of pay, hours worked, net wages, and  
25 deductions.

26 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
27 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor  
28 Codes and the UCL.

1           23.     **Common Question of Law and Fact:** There are predominant common questions  
2 of law and fact and a community of interest amongst Plaintiff and the claims of the Class  
3 concerning Defendant’s policy and practice of: (a) failed to provide meal periods; (b) failed to  
4 provide rest periods; (c) failed to reimburse for business related expenses; (d) failed to pay  
5 minimum, regular or overtime wages; (e) failed to provide and maintain accurate and complete  
6 wage statements; and (f) failed to pay wages in a timely manner.

7           24.     **Typicality:** The claims of Plaintiff are typical of the claims of all members of the  
8 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner  
9 as the Class members. As with all other employees in the State of California, Plaintiff and other  
10 class members received hourly pay. Nevertheless, Defendant failed to provide all proper meal  
11 and rest breaks, failed to reimburse all work-related expenses, and failed pay the wages fully and  
12 in a timely manner. Defendant also failed to provide Plaintiff and class members with itemized  
13 wage statements containing all required information.

14           25.     The California Labor Code and upon which Plaintiff bases these claims are  
15 broadly remedial in nature. These laws and labor standards serve an important public interest in  
16 establishing minimum working conditions and standards in California. These laws and labor  
17 standards protect the average working employee from exploitation by employers who may seek  
18 to take advantage of superior economic and bargaining power in setting onerous terms and  
19 conditions of employment.

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

1 subsequent employment.

2           27.     The prosecution of separate actions by the individual class members, even if  
3 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect  
4 to individual Class members against the Defendants and which would establish potentially  
5 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to  
6 individual Class members which would, as a practical matter, be dispositive of the interest of the  
7 other Class members not parties to the adjudications or which would substantially impair or  
8 impede the ability of the Class members to protect their interests. Further, the claims of the  
9 individual members of the Class are not sufficiently large to warrant vigorous individual  
10 prosecution considering all of the concomitant costs and expenses.

11           28.     Such a pattern, practice and uniform administration of corporate policy regarding  
12 illegal employee compensation described herein is unlawful and creates an entitlement to  
13 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid minimum and  
14 overtime wages, meal and rest break premiums, unpaid reimbursements, applicable penalties,  
15 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code  
16 §§ 201-203, 226, 1194, 2699 and Code of Civil Procedure § 1021.5.

17           29.     Proof of a common business practice or factual pattern, which the named Plaintiff  
18 experienced and is representative of, will establish the right of each of the members of the  
19 Plaintiff Class to recovery on the causes of action alleged herein.

20           30.     The Plaintiff Class is commonly entitled to a specific fund with respect to the  
21 compensation illegally and unfairly retained by Defendants. The Plaintiff Class is commonly  
22 entitled to restitution of those funds being improperly withheld by Defendants. This action is  
23 brought for the benefit of the entire class and will result in the creation of a common fund.

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1 **FIRST CAUSE OF ACTION**

2 **FOR VIOLATION OF LABOR CODE § 226.7 AND 512 REGARDING MEAL PERIODS**  
3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

4 31. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as  
5 though fully set for herein.

6 32. DEFENDANTS failed in their affirmative obligation to provide all of their  
7 employees, including Plaintiff and other members of Class, the opportunity to take meal periods  
8 in accordance with the mandates of the California Labor Code and the applicable IWC Wage  
9 Order. Plaintiff and other members of Class were suffered and permitted to work through legally  
10 required meal breaks and were denied the opportunity to take their meal breaks. As such,  
11 DEFENDANTS are responsible for paying premium compensation for missed meal periods  
12 pursuant to Labor Code § 226.7 and 512.

13 33. Plaintiff and other members of Class regularly worked in excess of five (5) hours  
14 per day and accordingly had a right to take a 30-minute meal period each day worked in excess  
15 of five (5) hours. Furthermore, Plaintiff and other members of Class who worked in excess of  
16 ten (10) hours per day had a right to take a second 30-minute meal period each day worked in  
17 excess of ten (10) hours.

18 34. As a pattern and practice, DEFENDANTS regularly required employees to work  
19 through their meal periods without proper compensation and denied Plaintiff and their employees  
20 the right to take proper meal periods as required by law.

21 35. This policy of requiring employees to work through their legally mandated meal  
22 periods and not allowing them to take proper meal periods is a violation of California law.

23 36. Plaintiff is informed and believes and based thereon alleges that DEFENDANTS  
24 willfully failed to pay employees who were not provided the opportunity to take meal breaks the  
25 premium compensation set out in Labor Code § 226.7 and that Plaintiff and those employees  
26 similarly situated as him are owed wages for the meal period violations set forth above. Plaintiff  
27 is informed and believes and based thereon alleges DEFENDANTS' willful failure to provide  
28 Plaintiff and other members of Class the wages due and owing them upon separation from

1 employment results in a continued payment of wages up to thirty (30) days from the time the  
2 wages were due. Therefore, Plaintiff and other members of Class who have separated from  
3 employment are entitled to compensation pursuant to Labor Code § 203.

4 37. Such a pattern, practice and uniform administration of corporate policy as  
5 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other  
6 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid  
7 premium compensation pursuant to Labor Code § 226.7 and 512, including interest thereon,  
8 penalties, reasonable attorney's fees, and costs of suit.

9 **SECOND CAUSE OF ACTION**  
10 **FOR VIOLATION OF LABOR CODE § 226.7 REGARDING REST PERIODS**  
11 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

12 38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as  
13 though fully set for herein.

14 39. DEFENDANTS failed in their affirmative obligation to provide all of their  
15 employees, including Plaintiff and other members of Class, the opportunity to take rest periods in  
16 accordance with the mandates of the California Labor Code and the applicable IWC Wage  
17 Order. Plaintiff and other members of Class were suffered and permitted to work through legally  
18 required rest breaks and were denied the opportunity to take their rest breaks. As such,  
19 DEFENDANTS are responsible for paying premium compensation for missed rest periods  
20 pursuant to Labor Code § 226.7.

21 40. Plaintiff and other members of Class regularly worked shifts of three and one-half  
22 hours (3.5) hours or more per day and accordingly had a right to take a 10-minute rest period  
23 each day. Furthermore, Plaintiff and other members of Class who worked shifts of seven and  
24 one-half (7.5) hours or more per day had a right to take a second 10-minute rest period.

25 41. As a pattern and practice, DEFENDANTS regularly required employees to work  
26 through their rest periods without proper compensation and denied Plaintiff and their employees  
27 the right to take proper rest periods as required by law.

28 42. This policy of requiring employees to work through their legally mandated rest

1 periods and not allowing them to take proper rest periods is a violation of California law.

2 43. Plaintiff is informed and believes and based thereon alleges that DEFENDANTS  
3 willfully failed to pay employees who were not provided the opportunity to take rest breaks the  
4 premium compensation set out in Labor Code § 226.7 and that Plaintiff and those employees  
5 similarly situated as him are owed wages for the rest period violations set forth above. Plaintiff  
6 is informed and believes and based thereon alleges DEFENDANTS' willful failure to provide  
7 Plaintiff and other members of Class the wages due and owing them upon separation from  
8 employment results in a continued payment of wages up to thirty (30) days from the time the  
9 wages were due. Therefore, Plaintiff and other members of Class who have separated from  
10 employment are entitled to compensation pursuant to Labor Code § 203.

11 44. Such a pattern, practice and uniform administration of corporate policy as  
12 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other  
13 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid  
14 premium compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 5 § 12(B),  
15 including interest thereon, penalties, reasonable attorney's fees, and costs of suit.

16 **THIRD CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE §§ 221-226 & 2802**

18 **FOR UNREIMBURSED BUSINESS EXPENSES**

19 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

20 45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as  
21 though fully set for herein.

22 46. This cause of action is brought pursuant to California Labor Code § 2802 which  
23 provides that employees are entitled to be indemnified for expenses and losses in discharging the  
24 duties of their employers.

25 47. As a pattern and practice, Defendants regularly failed to reimburse and indemnify  
26 Plaintiff and the Class members for the maintenance of work uniforms necessary to discharging  
27 their duties for Defendants.

28 48. As a pattern and practice, Defendants had a uniform corporate pattern and

1 practice and procedure regarding the above practices in violation of California Labor Code  
2 §§221-226 and 2802,

3 49. Such a pattern, practice and uniform administration of corporate policy regarding  
4 illegal employee compensation as described herein is unlawful and creates an entitlement to  
5 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages  
6 owed, including interest thereon, penalties, attorney's fees, and costs of suit according to the  
7 mandate of California Labor Code §§ 221-226 and 2802, et seq.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 FOR**

10 **FAILURE TO PAY MINIMUM, REGULAR AND OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

12 50. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 49 as  
13 though fully set for herein.

14 51. At all times relevant herein, DEFENDANTS were required to compensate all  
15 their non-exempt employees correct and proper overtime wages for all overtime hours worked in  
16 excess of 8 hours in a work day or 40 hours in a work week. Further, DEFENDANTS were  
17 required to compensate their non-exempt employees, minimum or regular wages for all hours  
18 worked.

19 52. DEFENDANTS regularly required Plaintiff and Class members to maintain their  
20 work uniforms without the payment of any wages. DEFENDANTS further regularly required  
21 Plaintiff and Class members to work split shifts without payment of split shift premium wages, in  
22 violation of applicable Wage Order(s) and Labor Code Sections 200, 210, 226, 558, 1194, and  
23 1197.1.

24 53. Plaintiff is informed and believes and based thereon alleges DEFENDANTS  
25 willfully failed to pay employees all minimum, regular overtime, and double time wages all  
26 hours worked. Plaintiff is informed and believes, and based thereon alleges, that  
27 DEFENDANTS' willful failure to provide all minimum, regular, overtime, and double time  
28 wages due and owing them upon separation from employment results in a continued payment of

1 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff is entitled to  
2 compensation pursuant to Labor Code § 203.

3 54. Such a pattern, practice and uniform administration of corporate policy regarding  
4 illegal employee compensation as described herein is unlawful and creates an entitlement to  
5 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of overtime  
6 wages owing, including interest thereon, attorneys fees, and costs of suit according to the  
7 mandate of California Labor Code § 1194.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE §§ 226(a), 226.3 & 1174 FOR FAILURE TO PROVIDE**

10 **ACCURATE AND COMPLETE WAGE STATEMENTS**

11 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

12 55. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 54 as  
13 though fully set for herein.

14 56. Defendants failed in their affirmative obligation to keep accurate itemized wage  
15 statements. Defendants, as a matter of policy and practice, did not maintain and provide accurate  
16 records as required under California Labor Code § 226(a) by failing as a matter of policy and  
17 practice to keep accurate records of Plaintiff and the Class members' gross wages earned, the  
18 appropriate rates of pay, all applicable hourly rates in effect during the pay period, the  
19 corresponding number of hours worked at each hourly rate by the employee, and/or net wages  
20 earned.

21 57. Such a pattern, practice and uniform administration of corporate policy as  
22 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class  
23 identified herein, in a civil action, for all damages or penalties pursuant to California Labor Code  
24 §§ 226(a), 226.3, and 1174 including interest thereon, attorney's fees, and costs of suit according  
25 to the mandate of California Labor Code § 226(a).

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 201.3, 204, 204b**

3 **FOR FAILURE TO PAY WAGES IN A TIMELY MANNER**

4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

5 58. PLAINTIFF re-alleges and incorporates by reference paragraphs 1 through 57 as  
6 though fully set for herein.

7 59. DEFENDANTS failed to pay all of their employees, including Plaintiff and other  
8 members of Class, on a timely basis in accordance with Labor Code § 201.3, 204 and 204b.

9 60. Pursuant to California Labor Code § 201.3, all Temporary Services Employees  
10 must be paid their wages on a weekly basis. Further, pursuant to California Labor Code §§ 204  
11 and 204b, all earned wages must be paid within the set forth deadlines. Plaintiff alleges that he  
12 and all other security guards/officers are Temporary Services Employees and were paid their  
13 wages beyond the timeframes set forth in Labor Code § 201.3, 204 and 204b.

14 61. Such a pattern, practice and uniform administration of corporate policy regarding  
15 untimely payment of wages as described herein is unlawful and creates an entitlement to  
16 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages  
17 owed, including interest thereon, penalties, attorney's fees, and costs of suit according to the  
18 mandate of California Labor Code §§ 201.3, 203, 204 and 204b.

19 **SEVENTH CAUSE OF ACTION**

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

21 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

22 62. PLAINTIFF re-alleges and incorporates by reference paragraphs 1 through 61 as  
23 though fully set for herein.

24 63. PLAINTIFF brings this cause of action as a proxy for the State of California and  
25 in this capacity, seeks penalties on behalf of all Aggrieved Employees for DEFENDANT's  
26 violations of Labor Code §§ 201.3, 203, 204, 204b, 221-226, 226.7, 510, 512, 558, 1174, 1194,  
27 1197, 1197.1, 1198, and 2802.

1           64. On or about January 25, 2017, PLAINTIFF sent written notice to the California  
2 Labor & Workforce Development Agency (“LWDA”) of DEFENDANTS’ violations of Labor  
3 Code §§ 201.3, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802., pursuant to Labor  
4 Code § 2698, *et seq.*, the Private Attorney General Act (“PAGA”). A true and correct copy of  
5 Plaintiff’s LWDA notice is attached hereto as Exhibit “A.” The LWDA has not informed  
6 PLAINTIFF whether the LWDA intends to investigate PLAINTIFF’s claims. As such,  
7 PLAINTIFF has exhausted his administrative remedies under the PAGA and may proceed in this  
8 Court. On or about October 24, 2017, PLAINTIFF sent written notice to the LWDA of  
9 DEFENDANTS’ violations of Labor Code §§201.3, 203, 204, 204b, 221-226, 226.7, 510, 512,  
10 558, 1174, 1194, 1197, 1197.1, 1198, and 2802.

11           65.     **Definition:** The named individual Plaintiff seeks penalties pursuant to PAGA on  
12 behalf of the following aggrieved employees (which shall be collectively referred to as the  
13 “Aggrieved Employees”):

14           a. All employees who were employed by Defendants in the State of California at  
15 any time from January 25, 2016 through the present as a security officer/guard (the “  
16 PAGA Subclass”);

17           b. All employees who were employed by Defendants in the State of California at  
18 any time from January 25, 2016 through the present as a security officer/guard and who  
19 worked more than five (5) hours in any work shift (the “Meal Period PAGA Subclass”);

20           c. All employees who were employed by Defendants in the State of California at  
21 any time from January 25, 2016 through the present as a security officer/guard and who  
22 worked three and one-half (3.5) hours or more in any work shift (the “Rest Period PAGA  
23 Subclass”);

24   **EIGHTH CAUSE OF ACTION**  
25   **VIOLATIONS OF BUSINESS AND PROFESSIONS CODE §17200 ET SEQ.**  
26   **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

27           66. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 65 as  
28 though fully set for herein.





- 1           1.     For an order certifying the proposed classes;
- 2           2.     For an order appointing Plaintiff as the representative of the classes as described
- 3 herein;
- 4           3.     For an order appointing Counsel for Plaintiff as class counsel;
- 5           4.     Upon the First Cause of Action, for damages and/or penalties pursuant to statute
- 6 as set forth in Labor Code §§ 226.7 and 512, and for costs and attorneys' fees;
- 7           5.     Upon the Second Cause of Action, for damages and/or penalties pursuant to
- 8 statute as set forth in Labor Code §§ 226.7, and for costs and attorneys' fees;
- 9           6.     Upon the Third Cause of Action, for damages and/or penalties pursuant to statute
- 10 as set forth in Labor Code §§ 221-226 and 2802, and for costs and attorneys' fees;
- 11           7.     Upon the Fourth Cause of Action, for damages and/or penalties pursuant to statute
- 12 as set forth in Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 and for costs
- 13 and attorneys' fees;
- 14           8.     Upon the Fifth Cause of Action, for damages and/or penalties pursuant to statute
- 15 as set forth in Labor Code §§ 226 and 1174, and for costs and attorneys' fees;
- 16           9.     Upon the Sixth Cause of Action, for damages and/or penalties pursuant to statute
- 17 as set forth in Labor Code §§ 201.3, 204 and 204b, and for costs and attorneys' fees;
- 18           10.    Upon the Seventh Cause of Action, for civil penalties according to proof pursuant
- 19 to Labor Code § 2698, *et seq.*, as well as attorneys' fees and costs provided as provided by
- 20 California Labor Code § 2699(g)(1);
- 21           11.    Upon the Eighth Cause of Action, for restitution of all funds unlawfully acquired
- 22 by DEFENDANTS by means of any acts or practices declared by this Court to be in violation of
- 23 Business and Professions Code §17200 *et seq.*;
- 24           12.    On all causes of action for attorneys' fees and costs as provided by California
- 25 Labor Code §201-203, 218.5, 558, 1194, 1197, and Code of Civil Procedure § 1021.5; and
- 26           13.    For such other and further relief the Court may deem just and proper.
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- 28

1 DATED: November 3, 2017

LAW OFFICES OF CHOI & ASSOCIATES



2  
3 By: \_\_\_\_\_  
4 Edward W. Choi  
5 Attorneys for Plaintiff and the Class  
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**PROOF OF SERVICE**

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St., Suite 1250, Los Angeles, California 90071.

On November 10, 2017, I served the foregoing document(s) described as: **SECOND AMENDED COMPLAINT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Linh T. Hua, Esq.  
Gordon Rees  
633 West Fifth Street, 52nd Floor  
Los Angeles, CA 90071

Larry W. Lee, Esq.  
DIVERSITY LAW GROUP, P.C.  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071

William L. Marder, Esq.  
POLARIS LAW GROUP  
501 San Benito Street, Suite 200  
Hollister, CA 95023

  X   **BY MAIL**

  X   As follows: I am "readily familiar" with the practice of Choi & Associates, Attorneys at Law for collection and processing of correspondence for mailing with the United States Postal Service and that correspondence placed in the outgoing mail tray in my office for collection would be deposited in the United States Mail that same day in the ordinary course of business.

       **BY PERSONAL SERVICE**

I caused such envelope to be delivered by hand to the offices of the addressee.

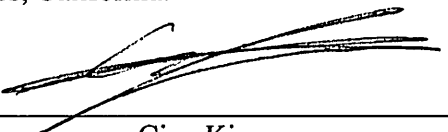
       **BY FACSIMILE TRANSMISSION**

I caused a true and complete copy of the document(s) described above to be transmitted by facsimile transmission to the telephone number(s) of the person(s) set forth above.

  x   **(State)** I declare under penalty of perjury that the foregoing is true and correct.

       **(Federal)** I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on November 10, 2017, at Los Angeles, California.

  
\_\_\_\_\_  
Cina Kim