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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SANTA CLARA  
11 UNLIMITED JURISDICTION  
12

13 ESTHER WILLIAMS, on behalf of herself, all  
14 others similarly situated, and the general  
public,

15 *Plaintiff,*

16 vs.

17 SOS SECURITY, LLC, a Pennsylvania  
Corporation; SOS SECURITY L.P., a New  
18 Jersey Corporation; and DOES 1 through 50,  
inclusive,

19 *Defendants.*  
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Case No. 20CV362050

**CLASS ACTION**  
**FIRST AMENDED COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Vacation Wages (Lab. Code § 227.3);
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code §§ 2698 *et seq.*);

**JURY TRIAL DEMANDED**

COMES NOW, Plaintiff ESTHER WILLIAMS ("Plaintiff"), on behalf of herself and all others similarly situated, and the general public, complains and alleges as follows:

### **INTRODUCTION**

1. Plaintiff brings this class action against Defendants for alleged violations of the Labor Code and Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have

- (1) failed to provide her and all other similarly situated individuals with meal periods;
- (2) failed to provide them with rest periods;
- (3) failed to pay them premium wages for missed meal and/or rest periods;
- (4) failed to pay them premium wages for missed meal and/or rest periods at the regular rate of pay;
- (5) failed to pay them at least minimum wage for all hours worked;
- (6) failed to pay them overtime wages at the correct rate;
- (7) failed to pay them double time wages at the correct rate;
- (8) failed to pay them overtime and/or double time wages by failing to include all applicable remuneration in calculating the regular rate of pay;
- (9) failed to pay them for all vested vacation pay;
- (10) failed to reimburse them for all necessary business expenses;
- (11) failed to provide them with accurate written wage statements; and
- (12) failed to pay them all of their final wages following separation of employment.

Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover unpaid wages, restitution and related relief on behalf of herself and all others similarly situated, and the general public.

### **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction to hear this case because the monetary damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction of the

1 Superior Court of the State of California.

2 3. Venue is proper in the County of Santa Clara pursuant to Code of Civil Procedure  
3 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions that  
4 are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains  
5 offices, transacts business and/or has an agent therein

6 **PARTIES**

7 4. Plaintiff ESTHER WILLIAMS is, and at all relevant times mentioned herein, an  
8 individual residing in the State of California.

9 5. Plaintiff is informed and believes, and thereupon alleges that Defendant SOS  
10 SECURITY, LLC is, and at all relevant times mentioned herein, a Pennsylvania corporation doing  
11 business in the State of California.

12 6. Plaintiff is informed and believes, and thereupon alleges that Defendant SOS  
13 SECURITY, L.P. is, and at all relevant times mentioned herein, a New Jersey corporation doing business  
14 in the State of California.

15 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as  
16 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.  
17 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants  
18 when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the  
19 fictitiously named defendants are responsible in some manner for the occurrences, acts and  
20 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these  
21 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and  
22 capacities of the DOE defendants when ascertained.

23 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times  
24 mentioned herein, some or all of the defendants were the representatives, agents, employees,  
25 partners, directors, associates, joint venturers, principals or co-participants of some or all of the  
26 other defendants, and in doing the things alleged herein, were acting within the course and scope of  
27 such relationship and with the full knowledge, consent and ratification by such other defendants.

28 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times

mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

### **CLASS ALLEGATIONS**

10. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

11. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

**Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

**Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

**Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

**Wage Statement Penalties Sub-Class:** All **Hourly Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

**Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

**UCL Class:** All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

**Expense Reimbursement Class:** All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

**Vacation Pay Class:** All persons employed by Defendants in California who earned paid vacation days, including but not limited to, "Floating Holidays," without receiving compensation for each vested paid vacation day during the **Relevant Time Period**.

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into subclasses and/or by limitation to particular issues.

1           13.     **Numerosity**: The class members are so numerous that the individual joinder of each  
2 individual class member is impractical. While Plaintiff does not currently know the exact number  
3 of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number  
4 exceeds the minimum required for numerosity under California law.

5           14.     **Commonality and Predominance**: Common questions of law and fact exist as to  
6 all class members and predominate over any questions which affect only individual class members.  
7 These common questions include, but are not limited to:

- 8           A.     Whether Defendants maintained a policy or practice of failing to provide  
9                 employees with their meal periods;
- 10          B.     Whether Defendants maintained a policy or practice of failing to provide  
11                 employees with their rest periods;
- 12          C.     Whether Defendants failed to pay premium wages to class members when  
13                 they have not been provided with required meal and/or rest periods;
- 14          D.     Whether Defendants failed to pay minimum and/or overtime wages to class  
15                 members as a result of policies that fail to provide meal periods in accordance  
16                 with California law;
- 17          E.     Whether Defendants failed to pay minimum and/or overtime wages to class  
18                 members for all time worked;
- 19          F.     Whether Defendants failed to pay overtime wages to class members as a  
20                 result of incorrectly calculating their regular rates of pay;
- 21          G.     Whether Defendants failed to pay premium wages to class members based on  
22                 their respective “regular rates of compensation” by not including  
23                 commissions and/or other applicable remuneration in calculating the rates at  
24                 which those wages are paid;
- 25          H.     Whether Defendants failed to provide proportionate accruals for vested  
26                 vacation time for class members as required by California law;
- 27          I.     Whether Defendants subjected the vacation time and/or floating holidays they  
28                 offer to class members to forfeiture;

- 1 J. Whether Defendants failed to reimburse class members for all necessary  
2 business expenses incurred during the discharge of their duties;
- 3 K. Whether Defendants failed to provide class members with accurate written  
4 wage statements as a result of providing them with written wage statements  
5 with inaccurate entries for, among other things, amounts of gross and net  
6 wages, and total hours worked;
- 7 L. Whether Defendants applied policies or practices that result in late and/or  
8 incomplete final wage payments;
- 9 M. Whether Defendants are liable to class members for waiting time penalties  
10 under Labor Code section 203;
- 11 N. Whether class members are entitled to restitution of money or property that  
12 Defendants may have acquired from them through unfair competition;

13 15. **Typicality:** Plaintiff's claims are typical of the other class members' claims.  
14 Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of  
15 failing to comply with the Labor Code and Business and Professions Code as alleged in this  
16 Complaint.

17 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in  
18 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class  
19 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly  
20 and adequately represent and protect the interests of the other class members.

21 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that  
22 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in  
23 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on  
24 behalf of Plaintiff and absent class members.

25 18. **Superiority:** A class action is vastly superior to other available means for fair and  
26 efficient adjudication of the class members' claims and would be beneficial to the parties and the  
27 Court. Class action treatment will allow a number of similarly situated persons to simultaneously  
28 and efficiently prosecute their common claims in a single forum without the unnecessary

1 duplication of effort and expense that numerous individual actions would entail. In addition, the  
2 monetary amounts due to many individual class members are likely to be relatively small and would  
3 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.  
4 Moreover, a class action will serve an important public interest by permitting class members to  
5 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the  
6 potential for inconsistent or contradictory judgments inherent in individual litigation.

### 7 **GENERAL ALLEGATIONS**

8 19. Plaintiff worked for Defendants as a non-exempt, hourly employee from  
9 approximately June 2016 through the present date.

### 10 **Meal Periods**

11 20. Plaintiff and the aggrieved employees were not provided with meal periods of at  
12 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not  
13 scheduling each meal period as part of each work shift; (2) understaffing each work shift with not  
14 enough workers; (3) the sensitivity of the nature of the work performed by Plaintiff and the  
15 aggrieved employees (checking cargo from trucks and ensuring they are loaded onto airplanes in  
16 the narrow timeframes allotted) making it impossible for employees to leave their posts without  
17 relief; (4) Defendants placing intense pressure on employees to be on the job and at their posts at  
18 all times during their scheduled shifts; and (5) Defendants consistently making it clear to  
19 employees that leaving their job posts without proper relief would constitute job abandonment and  
20 would lead to termination.

21 21. Defendants practice of understaffing combined with the sensitivity of their positions  
22 made it impossible for them to leave their post in the absence of relief which functionally resulted  
23 in Plaintiff and the aggrieved employees not being provided with legally mandated uninterrupted  
24 meal periods of at least thirty minutes pursuant to California law.

25 22. As a result of Defendants' practices and policies, Plaintiff and the aggrieved  
26 employees were regularly not provided with uninterrupted meal periods of at least thirty (30)  
27 minutes for each five (5) hours worked.

28 ///

23. During their employment with Defendants, Plaintiffs regularly worked shifts of eight to twelve hours per day, without being afforded a meal break during the first five hours, and/or a second meal break after ten hours, as required by California law.

24. Defendants also failed to advise Plaintiff and the aggrieved employees of their legal right to take a second meal period when they worked shifts of ten hours or more.

25. Defendants further made Plaintiff and the aggrieved employees sign invalid on-duty meal period waivers as a necessary precondition to employment.

26. Defendants maintained a practice of having Plaintiff and the aggrieved employees manually write in the time that they took for their meal periods on a loosely monitored physical sheet of paper every day. Defendants made numerous representations to Plaintiff and the aggrieved employees that they were to take their meal period every day so as to avoid paying them overtime and threatened them with adverse employment actions if they did not do so. As a result, Plaintiff and the aggrieved employees would enter that they took their meal periods in the paper log every day, regardless if they actually were able to take it or not, out of fear of retribution from Defendants.

### Rest Periods

27. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) Defendants policy and practice that requires employees to remain at their posts at all times during their scheduled shifts; (3) the sensitive nature of their work that made it impossible for employees to take a rest break without relief; and (4) no formal written rest period policy that encouraged employees to take their rest periods.

28. Plaintiff and the aggrieved employees were supposed to have “breakers” scheduled during their shifts. These “breakers” would be assigned to relieve Plaintiff and the aggrieved

1 employees for rest periods. The vast majority of the time that Plaintiff and the aggrieved  
2 employees worked, however, there were no breakers scheduled as a result of Defendants practice  
3 of understaffing each work shift. Consequently, Plaintiff and the aggrieved employees had no  
4 possible way to leave their posts during their shifts to take their legally mandated rest periods  
5 without fear of termination as the sensitive nature of their work required an individual to be at their  
6 posts at all times. Plaintiff and the aggrieved employees were not even afforded an opportunity to  
7 use the restroom on most occasions due to the lack of workers available to relieve them from their  
8 posts.

9         29. As a result of Defendants' policy, Plaintiff and the aggrieved employees were  
10 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)  
11 hours worked due to complying with Defendants' requirement that Plaintiff and the aggrieved  
12 employees work through their rest periods in absence of relief.

#### 13                                   Off-the-Clock Work

14         30. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants  
15 directed, permitted or otherwise encouraged Plaintiff and the aggrieved employees to perform off-  
16 the-clock work.

17         31. Plaintiff and the aggrieved employees regularly worked through their meal periods  
18 and were not paid for this time. Furthermore, due to the understaffing issues as outlined above,  
19 Plaintiff and the aggrieved employees were made to work overtime off-the-clock on a frequent  
20 basis. Specifically, Defendants made it clear that employees were under no circumstances to work  
21 overtime hours, yet employees were made to wait until their relief reported to work before they  
22 could leave their posts. Relief would not come until up to thirty minutes after Plaintiff and the  
23 aggrieved employees were scheduled to finish their shifts, but out of fear of retribution both against  
24 themselves and their coworkers, they would not log this time. Defendants knew or should have  
25 known that Plaintiff and the aggrieved employees were performing off-the-clock work, yet they  
26 never compensated them for this time.

27         32. As a result of performing off-the-clock work that was directed, permitted or  
28 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid

1 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the  
2 time they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for  
3 any of the time spent working off-the-clock.

4 33. Defendants knew or should have known that Plaintiff and the aggrieved employees  
5 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and  
6 the aggrieved employees for these hours.

7 34. Defendants were aware of this practice and directed, permitted or otherwise  
8 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

9 35. As a result of Defendants' policies and practices, Plaintiff and the aggrieved  
10 employees were not paid for all hours worked.

#### 11 Vacation Pay

12 36. Plaintiff and the aggrieved employees accrued vacation wages during their  
13 employment with Defendants.

14 37. Under California law, vacation wages are considered a form of wages under Labor  
15 Code section 200. Vested vacation pay and other similar forms of paid time off earned based on  
16 labor performed are considered wages that cannot be subject to forfeiture without compensation for  
17 forfeited days at the applicable rates required by law.

18 38. At all relevant times, Defendants maintained policies that provide for the unlawful  
19 forfeiture of vested vacation pay in violation of Labor Code section 227.3 and *Suastez v. Plastic*  
20 *Dress-Up Co.*, (1982) 31 Cal. 3d 774.

21 39. Defendants maintained unlawful business practices in their exercise of improperly  
22 calculating the accrued vacation hours of Plaintiff and the aggrieved employees. This issue was  
23 raised on numerous occasions and by numerous employees to Defendants to no avail. Defendants  
24 would shave off accrued vacation hours earned by Plaintiff and the aggrieved employees and  
25 dismiss any complaints that they were not accurate reflections of actual vacation hours that had  
26 been accrued.

27 40. Furthermore, Defendants maintained the unlawful practice of subjecting vacation  
28 hours accrued by employees to forfeiture. Specifically, Defendants told Plaintiff and the aggrieved

1 employees at the end of each year that if they did not use their accrued vacation hours that they  
2 would lose them. Additionally, they did not allow for Plaintiff and the aggrieved employees to  
3 exercise the use of any of their accrued hours during the months of November and December.

4 41. Defendants also unlawfully made Plaintiff and the aggrieved employees pay  
5 Defendants for “overusing” their vacation hours. They would tell individuals that they deemed to  
6 have used too many of their vacation hours for the year that they owed Defendants money.

7 **Regular Rate of Pay**

8 42. The regular rate of pay under California law includes all remuneration for  
9 employment paid to, on behalf of, the employee. This requirement includes, but is not limited, to,  
10 commissions and non-discretionary bonuses.

11 43. During the applicable limitations period, Defendants violated the rights of Plaintiff  
12 and the aggrieved employees under the above-referenced Labor Code sections by failing to pay  
13 them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and  
14 1198 as a result of not correctly calculating their regular rate of pay to include all applicable  
15 remuneration, including, but not limited to, non-discretionary bonuses and/or shift differential pay.

16 **Expense Reimbursement**

17 44. Plaintiff and the aggrieved employees were required to maintain their own uniforms  
18 at their own expense. Specifically, Plaintiff and the aggrieved employees were provided with  
19 powder blue shirts, black pants, and jackets as their uniform. Plaintiff and the aggrieved employees  
20 were at no point reimbursed for expenses incurred in maintaining the uniforms provided by  
21 Defendants

22 45. Plaintiff and the aggrieved employees were further not reimbursed for expenses  
23 incurred in purchasing their own black shoes as required by Defendant’s uniform policy. Plaintiff  
24 and the aggrieved employees were made to purchase work shoes on their own time and at their own  
25 expense and at no point were provided any reimbursements.

26 46. Furthermore, Plaintiff and the putative class were regularly made to renew their  
27 badges in furtherance of the business objectives of Defendants. Defendants would schedule  
28 Plaintiff and the aggrieved employees for appointments to renew their badges on their days off.

1 Plaintiff and the aggrieved employees were not reimbursed at any point for time spent traveling to  
2 and from the office to renew their badges, nor were they reimbursed for mileage incurred doing so.

3 47. Plaintiff and the aggrieved employees were not paid at least two times the minimum  
4 wage for all hours worked.

5 48. Defendants failed to reimburse Plaintiff and the aggrieved employees for such  
6 necessary business expenses incurred by them.

7 **Wage Statements**

8 49. Plaintiff and the aggrieved employees were not provided with accurate wage  
9 statements as mandated by law pursuant to Labor Code section 226.

10 50. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages  
11 earned” were not accurately reflected in that: all hours worked, including overtime and meal/rest  
12 period premiums, were not included.

13 51. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours  
14 worked by the employee” were not accurately reflected in that: all hours worked, including  
15 overtime and meal/rest period premiums, were not included.

16 52. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages  
17 earned” were not accurately reflected in that: all hours worked, including overtime and meal/rest  
18 period premiums, were not included.

19 53. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable  
20 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
21 hourly rate by the employee” were not accurately reflected in that: all hours worked, including  
22 overtime and meal/rest period premiums, were not included.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(Lab. Code §§ 004, 223, 226.7, 512 and 1198)**

26 **(Plaintiff and Meal Period Sub-Class)**

27 54. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if  
28 fully alleged herein.

1           55.     At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been  
2 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor  
3 Code and the applicable Industrial Welfare Commission Wage Order.

4           56.     Labor Code section 512 and Section 11 of the applicable Industrial Welfare  
5 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt  
6 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period  
7 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty  
8 minutes for each work period of ten hours.

9           57.     Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare  
10 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to  
11 work during required meal periods and require employers to pay non-exempt employees an hour of  
12 premium wages on each workday that the employee is not provided with the required meal period.

13           58.     Compensation for missed meal periods constitutes wages within the meaning of  
14 Labor Code section 200.

15           59.     Labor Code section 1198 makes it unlawful to employ a person under conditions that  
16 violate the applicable Wage Order.

17           60.     Section 11 of the applicable Wage Order states:

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

28           61.     At all relevant times, Plaintiff was not subject to a valid on-duty meal period  
agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**  
members were not subject to valid on-duty meal period agreements with Defendants.

          62.     Plaintiff alleges that, at all relevant times during the applicable limitations period,  
Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**

1 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for  
2 each five (5) hour work period, as required by Labor Code section 512 ad the applicable Wage  
3 Order.

4 63. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
5 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**  
6 **Class** members when they worked five (5) hours without clocking out for any meal period.

7 64. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
8 Defendants maintained a policy or practice of making employees log that they took 30 minutes for a  
9 meal period and deducting the time from the paychecks of **Meal Period Sub-Class** members on  
10 each day they worked, regardless of whether or not they were able to take an uninterrupted, duty-  
11 free meal period.

12 65. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
13 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**  
14 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and  
15 failed to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

16 66. Moreover, Defendants written policies do not provide that employees must take their  
17 first meal period before the end of the fifth hour of work, that they are entitled to a second meal  
18 period if they work a shift of over ten hours, or that the second meal period must commence before  
19 the end of the tenth hour of work, unless waived.

20 67. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**  
21 **Class** members additional premium wages, and/or were not paid premium wages at the employees'  
22 regular rates of pay when required meal periods were not provided.

23 68. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself  
24 and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon,  
25 and costs of suit.

26 69. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
27 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the  
28 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

**SECOND CAUSE OF ACTION**  
**FAILURE TO PROVIDE REST PERIODS**  
**(Lab. Code §§ 204, 223, 226.7 and 1198)**  
**(Plaintiff and Rest Period Sub-Class)**

70. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

71. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

72. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

73. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

74. Compensation for missed rest periods constitutes wages within the meaning of Labor Code section 200.

75. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

76. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

77. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class** members additional premium wages when required rest periods were not provided.

78. Specifically, Defendants written policies do not provide that employees may take a

1 rest period for each four hours worked, or major fraction thereof, and that rest periods should be  
2 taken in the middle of each work period insofar as practicable.

3 79. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself  
4 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and  
5 costs of suit.

6 80. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
7 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and  
8 **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

11 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

12 **(Plaintiff and Hourly Employee Class)**

13 81. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
14 herein.

15 82. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have  
16 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the  
17 applicable Wage Order.

18 83. Section 2 of the applicable Wage Order defines "hours worked" as "the time during  
19 which an employee is subject to the control of the employer, and includes all the time the employee  
20 is suffered or permitted to work, whether or not required to do so."

21 84. Section 4 of the applicable Wage Order requires an employer to pay non-exempt  
22 employees at least the minimum wage set forth therein for all hours worked, which consist of all  
23 hours that an employer has actual or constructive knowledge that employees are working.

24 85. Labor Code section 1194 invalidates any agreement between an employer and an  
25 employee to work for less than the minimum or overtime wage required under the applicable Wage  
26 Order.

27 86. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated  
28 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in

1 addition to the underlying unpaid minimum wages and interest thereon.

2 87. Labor Code section 1197 makes it unlawful for an employer to pay an employee less  
3 than the minimum wage required under the applicable Wage Order for all hours worked during a  
4 payroll period.

5 88. Labor Code section 1197.1 provides that it is unlawful for any employer or any other  
6 person acting either individually or as an officer, agent or employee of another person, to pay an  
7 employee, or cause an employee to be paid, less than the applicable minimum wage.

8 89. Labor Code section 1198 makes it unlawful for employers to employ employees  
9 under conditions that violate the applicable Wage Order.

10 90. Labor Code section 204 requires employers to pay non-exempt employees their  
11 earned wages for the normal work period at least twice during each calendar month on days the  
12 employer designates in advance and to pay non-exempt employees their earned wages for labor  
13 performed in excess of the normal work period by no later than the next regular payday.

14 91. Labor Code section 223 makes it unlawful for employers to pay their employees  
15 lower wages than required by contract or statute while purporting to pay them legal wages.

16 92. Labor Code section 510 and Section 3 of the applicable Wage Order require  
17 employees to pay non-exempt employees overtime wages of no less than one and one-half times  
18 their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all  
19 hours worked in excess of forty hours in one workweek, and/or for the first eight hours worked on  
20 the seventh consecutive day of one workweek.

21 93. Labor Code section 510 and Section 3 of the applicable Wage Order also require  
22 employers to pay non-exempt employees overtime wages of no less than two times their respective  
23 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours  
24 worked in excess of eight hours on a seventh consecutive workday during the workweek.

25 94. Plaintiff is informed and believes that, at all relevant times, Defendants have applied  
26 centrally devised policies and practices to her and **Hourly Employee Class** members with respect  
27 to working conditions and compensation arrangements.

28 95. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**

1 **Employee Class** members for all time worked, including but not limited to, overtime hours at  
2 statutory and/or agreed rates.

3 96. At all relevant times during the applicable limitations period, Defendants maintained  
4 a policy or practice of making employees log that they took one half hour for a meal period and  
5 deducting that time from Plaintiff's timecard on every workday for a meal period, regardless of  
6 whether or not Plaintiff was provided with a meal period.

7 97. Plaintiff is informed and believes that, at all relevant times during the applicable  
8 limitations period, Defendants maintained a policy or practice of deducting one half hour from  
9 **Hourly Employee Class** members' timecard on every workday for a meal period, regardless of  
10 whether or not **Hourly Employee Class** members were provided with a meal period.

11 98. As a result of Defendants' policy or practice of deducting one-half hour from  
12 employees' timecards for every workday for a meal period, Plaintiff and **Hourly Employee Class**  
13 members were required to perform off-the-clock work that Defendants either knew or should have  
14 known they were working.

15 99. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time  
16 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or  
17 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all  
18 overtime hours worked.

19 100. Plaintiff is informed and believes that, at all relevant times during the applicable  
20 limitations period, Defendants maintained a policy or practice of not paying hourly wages to  
21 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours  
22 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

23 101. Section 9 of the applicable Wage Order states:

24 "When uniforms are required by the employer to be worn by the employee as a  
25 condition of employment, such uniforms shall be provided and maintained by the  
26 employer. The term 'uniform' includes wearing apparel and accessories of  
distinctive design or color."

27 102. If the employer does not choose to maintain employees' uniforms itself where it is  
28 required to do so, the Division of Labor Standards Enforcement ("DLSE") takes the position that

1 the employer may pay each affected employee a weekly maintenance allowance of an hour's pay at  
2 the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic  
3 estimate of the time involved in maintaining the uniform.

4 103. At all relevant times during the applicable limitations period, and in violation of the  
5 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to  
6 compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result of  
7 its failure to maintain employee uniforms and/or pay her a weekly maintenance allowance.

8 104. Plaintiff is informed and believes that, at all relevant times, and in violation of the  
9 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to  
10 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours  
11 they worked as a result of its failures to maintain employee uniforms and/or pay them a weekly  
12 maintenance allowance.

13 105. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**  
14 **Employee Class** members all earned wages every pay period at the correct rates, including  
15 overtime rates, because Defendants directed, permitted or otherwise encouraged Plaintiff and  
16 **Hourly Employee Class** members to perform off-the-clock work.

17 106. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**  
18 members have suffered damages in an amount, subject to proof, to the extent they were not paid the  
19 full amount of wages earned during each pay period during the applicable limitations period,  
20 including overtime wages.

21 107. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on  
22 behalf of herself and **Hourly Employee Class** members, seek to recover unpaid straight time and  
23 overtime wages, interest thereon and costs of suit.

24 108. The regular rate of pay under California law includes all remuneration for  
25 employment paid to, on behalf of, the employee. This requirement includes but is not limited to,  
26 overtime and meal/rest break premiums.

27 109. During the applicable limitations period, Defendants violated the rights of Plaintiff  
28 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing

1 to pay them overtime wages for all overtime hours worked in violation of Labor Code sections 510,  
2 1194 and 1198 by not correctly calculating their regular rate of pay to include all applicable  
3 remuneration, including but not limited to, overtime and meal/rest break premiums.

4 110. California law uses the terms “compensation” and “pay” interchangeably and  
5 requires that all applicable remuneration, including but not limited to, overtime and meal/rest break  
6 premiums, be included when calculating an employee’s regular rate of pay.

7 111. At all relevant times, Defendants paid Plaintiff premium wages based on a rate of  
8 compensation that did not reflect, among other things, overtime and meal/rest break premiums, as  
9 required by Labor Code section 226.7(b) and Sections 11 and 12 of the applicable Wage Order on  
10 the occasions when Defendants paid her premium wages in lieu of meal and/or rest periods.

11 112. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times  
12 during the applicable limitations period, Defendants maintained a policy or practice of paying  
13 **Hourly Employee Class** members premium wages based on rates of compensation that have not  
14 reflected overtime and meal/rest break premiums as required by Labor Code section 226.7(b) and  
15 Sections 11 and 12 of the applicable Wage Order on the occasions when Defendants paid them  
16 premium wages in lieu of meal and/or rest periods.

17 113. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
18 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and  
19 **Hourly Employee Class** members, seek to recover reasonable attorneys’ fees.

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PAY VACATION WAGES**

22 **(Lab. Code § 227.3)**

23 **(Plaintiff and Vacation Pay Class)**

24 114. Plaintiffs incorporates the preceding paragraphs of the Complaint as if fully alleged  
25 herein.

26 115. California Labor Code section 227.3 provides:

27 Unless otherwise provided by a collective-bargaining agreement,  
28 whenever a contract of employment or employer policy provides for  
paid vacations, and an employee is terminated without having taken

1 off his vested vacation time, all vested vacation shall be paid to he as  
2 wages at his final rate in accordance with such contract of  
3 employment or employer policy respecting eligibility or time served;  
4 provided, however, that an employment contract or employer policy  
5 shall not provide for forfeiture of vested vacation time upon  
6 termination. The Labor Commissioner or a designated representative,  
7 in the resolution of any dispute with regard to vested vacation time,  
8 shall apply the principles of equity and fairness.

9 116. At all relevant times during the applicable limitations period, Plaintiffs and  
10 members of the **Vacation Pay Class** accrued vacation time during their employment with  
11 Defendants.

12 117. As a result of their reimbursement policies and practices, Plaintiffs are informed  
13 and believes and thereon alleges that Defendants failed to reimburse her and **Vacation Pay**  
14 **Class** members for all accrued vacation wages.

15 118. By reason of the above, Plaintiffs and the members of the **Vacation Pay Class** are  
16 entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of  
17 the filing of the Complaint until the date of entry of judgment.

18 119. Plaintiffs, on behalf of themselves and the members of the **Vacation Pay Class**,  
19 seeks interest thereon pursuant to California Labor Code section 218.6, costs pursuant to California  
20 Labor Code section 218.6, and reasonable attorneys' fees pursuant to California Code of Civil  
21 Procedure section 1021.5.

## 22 **FIFTH CAUSE OF ACTION**

### 23 **FAILURE TO INDEMNIFY**

24 **(Lab. Code § 2802)**

#### 25 **(Plaintiff and Expense Reimbursement Class)**

26 120. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
27 herein.

28 121. Labor Code section 2802(a) states:

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

1           122. At all relevant times during the applicable limitations period, Plaintiff and the  
2 **Expense Reimbursement Class** members incurred necessary business related expenses and costs,  
3 including but not limited to, purchasing shoes that were complaint with Defendant's uniform  
4 policies, maintaining their uniforms, and time spent as well as gas and mileage when they were  
5 made to travel on their days off to renew their badges.

6           123. Plaintiff is informed and believes, and thereupon alleges that the reimbursement paid  
7 by Defendants was insufficient to indemnify Plaintiff and **Expense Reimbursement Class**  
8 members for all necessary expenses incurred in the discharge of their duties.

9           124. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid  
10 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all  
11 necessary business expenses incurred in the discharge of their duties.

12           125. Pursuant to Labor Code section 452, an employer is authorized to prescribe the  
13 weight, color, quality, texture, style, form and make of uniforms required to be worn by their  
14 employees.

15           126. Section 9 of the applicable Wage Order states:

16                    "When uniforms are required by the employer to be worn by the employee as a  
17 condition of employment, such uniforms shall be provided and maintained by the  
18 employer. The term 'uniform' includes wearing apparel and accessories of  
distinctive design or color."

19           127. At all relevant times during the applicable limitations period, Defendants required  
20 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused  
21 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**  
22 **Reimbursement Class** members for all such expenditures.

23           128. At all relevant times during the applicable limitations period, Defendants required  
24 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and  
25 apparel unique to Defendants at their expense. Defendants failed to indemnify Plaintiff and  
26 **Expense Reimbursement Class** members for all such expenditures.

27           129. Plaintiff is informed and believes that, during the applicable limitations period,  
28 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**

1 **Reimbursement Class** members for all necessary business expenses.

2 130. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to  
3 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the  
4 Complaint and until the date of entry of judgment.

5 131. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seek  
6 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees  
7 pursuant to Code of Civil Procedure section 1021.5.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

10 **(Lab. Code § 226)**

11 **(Plaintiff and Wage Statement Penalties Sub-Class)**

12 132. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
13 herein.

14 133. Labor Code section 226(a) states:

15 "An employer, semimonthly or at the time of each payment of wages, shall furnish to  
16 his or her employee, either as a detachable part of the check, draft, or voucher paying  
17 the employee's wages, or separately if wages are paid by personal check or cash, an  
18 accurate itemized statement in writing showing (1) gross wages earned, (2) total  
19 hours worked by the employee, except as provided in subdivision (j), (3) the number  
20 of piece-rate units earned and any applicable piece rate if the employee is paid on a  
21 piece-rate basis, (4) all deductions, provided that all deductions made on written  
22 orders of the employee may be aggregated and shown as one item, (5) net wages  
23 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
24 name of the employee and only the last four digits of his or her social security  
25 number or an employee identification number other than a social security number,  
26 (8) the name and address of the legal entity that is the employer and, if the employer  
27 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name  
28 and address of the legal entity that secured the services of the employer, and (9) all  
applicable hourly rates in effect during the pay period and the corresponding number  
of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if  
the employer is a temporary services employer as defined in Section 201.3, the rate  
of pay and the total hours worked for each temporary services assignment. The  
deductions made from payment of wages shall be recorded in ink or other indelible  
form, properly dated, showing the month, day, and year, and a copy of the statement  
and the record of the deductions shall be kept on file by the employer for at least  
three years at the place of employment or at a central location within the State of  
California. For purposes of this subdivision, 'copy' includes a duplicate of the  
itemized statement provided to an employee or a computer-generated record that  
accurately shows all of the information required by this subdivision."

134. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize

1 the “detachable part of the check” provision and the “accurate itemized statement in writing”  
2 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each  
3 employee retains the right to elect to receive a written paper stub or record and that those who are  
4 provided with electronic wage statements retain the ability to easily access the information and  
5 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion  
6 Letter July 6, 2006).

7 135. Plaintiff is informed and believes that, at all relevant times during the applicable  
8 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**  
9 members with written wage statements as described above.

10 136. Plaintiff is informed and believes that Defendants’ failure to provide her and **Wage**  
11 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in  
12 that Defendants have the ability to provide them with accurate wage statements but have  
13 intentionally provided them with written wage statements that Defendants have known do not  
14 comply with Labor Code section 226(a).

15 137. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,  
16 in that Defendants have violated their legal rights to receive accurate wage statements and have  
17 misled them about their actual rates of pay and wages earned. In addition, inaccurate information  
18 on their wage statements have prevented immediate challenges to Defendants’ unlawful pay  
19 practices, has required discovery and mathematical computations to determine the amount of wages  
20 owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or  
21 has led to the submission of inaccurate information about wages and deductions to federal and state  
22 government agencies.

23 138. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**  
24 **Statement Penalties Sub-Class** members, seek the greater of actual damages or \$50.00 for the  
25 initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each  
26 subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an  
27 aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys’ fees  
28 and costs.

**SEVENTH CAUSE OF ACTION**  
**FAILURE TO TIMELY PAY ALL FINAL WAGES**  
**(Lab. Code §§ 201-203)**  
**(Plaintiff and Waiting Time Penalties Sub-Class)**

139. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

140. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

141. At all relevant times, pursuant to Labor Code section 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

142. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to payment of all final wages at the time of resignation.

143. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours of giving notice of resignation.

144. During the applicable limitations period, Defendants failed to pay Plaintiff all of her final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

145. Plaintiff is informed and believes that, at all relevant time during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

146. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

147. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been

1 willful in that Defendants have the ability to pay final wages in accordance with Labor Code  
2 sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible  
3 with those requirements.

4 148. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and  
5 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their  
6 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

7 149. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
8 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**  
9 **Class** members, seek awards of reasonable attorneys' fees and costs.

10 **EIGHTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

13 **(Plaintiff and UCL Class)**

14 150. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
15 herein.

16 151. Business and Professions Code section 17200 defines "unfair competition" to  
17 include any unlawful business practice.

18 152. Business and Professions Code section 17203-17204 allow a person who has lost  
19 money or property as a result of unfair competition to bring a class action in accordance with Code  
20 of Civil Procedure section 382 to recover money or property that may have been acquired from  
21 similarly situated persons by means of unfair competition.

22 153. California law requires employers to pay hourly, non-exempt employees for all hours  
23 they are permitted or suffered to work, including hours that the employer knows or reasonable  
24 should know that employees have worked.

25 154. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,  
26 SECOND, THIRD, FOURTH and FIFTH causes of action herein.

27 155. Plaintiff lost money or property as a result of the aforementioned unfair competition.

28 156. Defendants have or may have acquired money by means of unfair competition.

1           157. Plaintiff is informed and believes and thereupon alleges that by committing the  
2 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,  
3 216, 225, 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the  
4 Labor Code violations alleged herein.

5           158. Defendants have committed criminal conduct through their policies and practices of,  
6 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-  
7 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each  
8 work period of five or more hours, failing to provide them with rest periods, by failing to pay non-  
9 exempt employees for all hours worked, and by failing to reimburse them for all expenses.

10           159. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt  
11 employees and entitled to the full protections of both the Labor Code and the applicable Wage  
12 Order.

13           160. Defendants' unlawful conduct as alleged in this Complaint amounts to and  
14 constitutes unfair competition within the meaning of Business and Professions Code section 17200  
15 *et seq.* Business and Professions Code sections 17200 *et seq.* protects against unfair competition  
16 and allows a person who has suffered an injury-in-fact and has lost money or property as a result of  
17 an unfair, unlawful or fraudulent business practice to seek restitution on her own behalf and on  
18 behalf of similarly situated persons in a class action proceeding.

19           161. As a result of Defendants' violations of the Labor Code during the applicable  
20 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form  
21 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'  
22 conduct.

23           162. Plaintiff is informed and believes that other similarly situated persons have been  
24 subject to the same unlawful policies or practices of Defendants.

25           163. Due to the unfair and unlawful business practices in violation of the Labor Code,  
26 Defendants have gained a competitive advantage over other comparable companies doing business  
27 in the State of California that comply with their legal obligations.

28           164. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive

1 for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act  
2 violates or is considered unlawful under any other state or federal law.

3 165. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs  
4 request the issuance of temporary, preliminary and permanent injunctive relief enjoining  
5 Defendants, and each of them, and their agents and employees, from further violations of the Labor  
6 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek  
7 an order permanently enjoining Defendants, and each of them, and their respective agents and  
8 employees, from further violations of the Labor Code and applicable Industrial Welfare  
9 Commission Wage Orders.

10 166. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of  
11 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully  
12 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful  
13 and unfair business practices.

14 167. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
15 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover  
16 reasonable attorneys’ fees in connection with their unfair competition claims.

17 168. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of  
18 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully  
19 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful  
20 and unfair business practices.

21 169. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
22 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover  
23 reasonable attorneys’ fees in connection with their unfair competition claims.

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1 **NINETH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 170. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
5 herein.

6 171. During the applicable limitations period, Defendants have violated Labor Code  
7 sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802.

8 172. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of  
9 herself and other current and former employees, to bring a representative civil action to recover  
10 civil penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need  
11 not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

12 173. Plaintiff, a former employee against who Defendants committed one or more of the  
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee  
14 within the meaning of Labor Code section 2699(c).

15 174. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
16 section 2699.3.

17 175. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil  
18 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,  
19 227.3, 510, 512, 1194, 1197, 1198 and 2802:

20 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 227.3, 1194,  
21 1198 and 2802, \$100 for each employee per pay period for each initial  
22 violation and \$200 for each employee per pay period for each subsequent  
23 violation (penalties set by Labor Code section 2699(f)(2));

24 B. For violations of Labor Code section 203, a penalty in an amount not  
25 exceeding thirty days pay as waiting time (penalties set by Labor Code  
26 section 256);

27 C. For violations of Labor Code section 204, \$100 for each employee for each  
28 initial violation that was neither willful nor intentional, \$200 for each

1 employee, plus 25% of the amount unlawfully withheld from each employee,  
2 for each initial violation that was either willful or intentional, and \$200 for  
3 each employee, plus 25% of the amount unlawfully withheld from each  
4 employee, for each subsequent violation, regardless of whether the  
5 subsequent violation was either willful or intentional (penalties set by Labor  
6 Code section 210);

7 D. For violations of Labor Code section 223, \$100 for each employee for each  
8 initial violation that was neither willful nor intentional, \$200 for each  
9 employee, plus 25% of the amount unlawfully withheld from each employee,  
10 for each initial violation that was either willful or intentional, and \$200 for  
11 each employee, plus 25% of the amount unlawfully withheld from each  
12 employee, for each subsequent violation, regardless of whether the  
13 subsequent violation was either willful or intentional (penalties set by Labor  
14 Code section 225.5);

15 E. For violations of Labor Code section 226(a), if this action is deemed to be an  
16 initial citation, \$250 for each employee for each violation. Alternatively, if  
17 an initial citation or its equivalent occurred before the filing of this action,  
18 \$1,000 for each employee for each violation (penalties set by Labor Code  
19 section 226.3);

20 F. For violation of Labor Code sections 510 and 512, \$50 for each employee for  
21 each initial pay period for which the employee was underpaid, and \$100 for  
22 each employee for each subsequent pay period for which the employee was  
23 underpaid (penalties set by Labor Code section 558);

24 G. For violations of Labor Code section 1197, \$100 for each aggrieved  
25 employee for each initial violation of Labor Code section 1197 that was  
26 intentional, and \$250 for each aggrieved employee per pay period for each  
27 subsequent violation of Labor Code section 1197, regardless of whether the  
28 initial violation was intentional (penalties set by Labor Code section 1197.1);

1 H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable  
2 attorneys' fees and costs in connection with her claims for civil penalties.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general  
5 public, prays for relief and judgment against Defendants as follows:

- 6 (1) An order that the action be certified as a class action;  
7 (2) An order that Plaintiff be appointed class representative;  
8 (3) An order that counsel for Plaintiff be appointed class counsel;  
9 (4) Unpaid wages;  
10 (5) Actual damages;  
11 (6) Liquidated damages;  
12 (7) Restitution;  
13 (8) Declaratory relief;  
14 (9) Pre-judgment interest;  
15 (10) Statutory penalties;  
16 (11) Civil penalties;  
17 (12) Costs of suit;  
18 (13) Reasonable attorneys' fees; and  
19 (14) Such other relief as the Court deems just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby  
22 demands a jury trial on all issues so triable.

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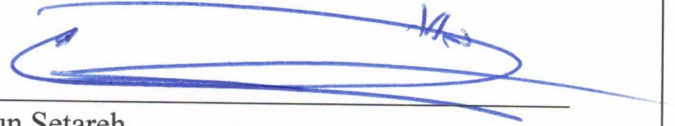
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1 Dated: March 26, 2020

SETAREH LAW GROUP

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4 

5 Shaun Setareh  
6 Thomas Segal  
7 Farrah Grant  
8 Attorneys for Plaintiff  
9 ESTHER WILLIAMS  
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1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State  
3 of California. I am over the age of 18 and not a party to the within action. My business address  
4 is 315 S. Beverly Dr., Suite 315 Beverly Hills, CA 90212.

5 On March 26, 2020, I served the foregoing documents described as:

6 **FIRST AMENDED COMPLAINT**

7 in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as  
8 follows:

9 Mollie M. Burks

10 [mburk@grsm.com](mailto:mburk@grsm.com)

11 Linh T. Hua

12 [lhua@grsm.com](mailto:lhua@grsm.com)

13 Arya A. Zare

14 [azare@grsm.com](mailto:azare@grsm.com)

15 GORDON REES SCULLY MANSUKHANI,  
16 LLP

17 633 West Fifth Street, 52<sup>nd</sup> Floor

18 Los Angeles, CA 90071

19 Counsel for Defendant SOS SECURITY, LLC  
20 and SOS SECURITY L.P.

21 **[X] BY MAIL**

22 I am readily familiar with the practice of Setareh Law Group for the collection and  
23 processing of correspondence for mailing with the United States Postal Service. It is the  
24 practice that correspondence is deposited with United States Postal Service the same day it is  
25 submitted for mailing with postage thereon fully prepaid at Beverly Hills, California. I am  
26 aware that on motion of the party served, service is presumed invalid if postal cancellation date  
27 or postage meter date is more than one day after date of deposit for mailing in affidavit.

28 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that  
the above is true and correct.

Executed on March 26, 2020, at Beverly Hills, California.

26   
27 Lauren Farrington