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and on behalf of all others similarly situated

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

WILLIAM HALL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

CULPEPPER & ASSOCIATES SECURITY
SERVICES, INC. a Georgia corporation;
DOES 1 through 25,
Defendants.

Case No.: Case No.: 20STCV15317

*Assigned to Hon. Daniel J. Buckley
Dept. SSC-1*

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. Violation of Labor Code §510
(Failure to Pay Overtime)**
- 2. Violation of Labor Code § 226(a)
(Inaccurate Wage Statements)**
- 3. Violation of Labor Code §§226.7
and 512 (Failure to Provide Meal
and Rest Breaks)**
- 4. Violation of Business & Professions
Code §§ 17200 *et seq.***
- 5. Recovery of Civil Penalties, Labor
Code § 2699**

Jury Trial Demanded

PARTIES, JURISDICTION AND VENUE

1. Plaintiff William Hall is an individual who has been employed as a security
guard in California from December 2019 to the present.

1 2. Defendant Culpepper & Associates Security Services, Inc. is a corporation
2 organized under the laws of the state of Georgia. Plaintiff is informed and believes that
3 Defendant does not have a registered principal office in the State of California. Plaintiff is
4 further informed and believes that at all relevant times, Defendant's business has been to
5 provide security guards to its customers in California and other locations in the United
6 States.

7 3. Plaintiff does not know the true names or capacities of the Defendants sued
8 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
9 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
10 of said fictitious Defendants are and were responsible in some manner for the injuries
11 complained of herein. Plaintiff will amend this Complaint to name such fictitiously-named
12 Defendants pursuant to Code of Civil Procedure Section 474 once their identities become
13 known.

14 4. The relief sought by Plaintiff on behalf of himself and the Class defined
15 below exceeds the minimal jurisdictional limits of the Superior Court and will be established
16 according to proof at trial. The Court has personal jurisdiction over each of the parties
17 because they are either citizens of this State, doing business in this State or otherwise have
18 minimum contacts with this State.

19 5. At all times relevant hereto, Defendants employed persons and conducted
20 business operations in California. Defendants are therefore subject to the provisions of the
21 California Labor Code, the applicable IWC Wage Order(s), California Business and
22 Professions Code Sections 17200 *et seq.* ("Unfair Competition Law" or "UCL") and other
23 relevant California law.

24 6. Plaintiff is informed and believes and, based thereon, alleges that Defendants
25 were at all times relevant hereto members of, and engaged in, a joint venture, partnership,
26 association or common enterprise, and acting within the course and scope of, and in
27 pursuance of, said joint venture, partnership, association or common enterprise.
28 Furthermore, Plaintiff is informed and believes and, based thereon, alleges that at all times

relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or acted as agents or employees of each other with respect to, the commission of the acts complained of herein. Defendants are therefore jointly and severally liable for the injuries complained of herein.

CLASS ALLEGATIONS

7. Plaintiff brings this action pursuant to California Code of Civil Procedure Section 382 on behalf of himself and the Class described below. The Class is comprised of and defined as:

All non-exempt employees of Defendants who worked as security guards in California within four years prior to the initiation of this action until the date that the class is certified (hereinafter “the Class period”).

8. There exists a well-defined community of interest among the Class, and the Class is readily ascertainable for the following reasons:

a. The members of the Class are so numerous that joinder of all members in a single action would not be feasible or practical, and the amount of individual damages is not large enough to make individual lawsuits by each class member practical or feasible. Plaintiff is informed and believes and based upon such information and belief alleges that there are in excess of 50 members of the Class.

b. Plaintiff’s claims are typical of the claims of the rest of the Class, and Plaintiff will fairly and adequately represent the interests of the Class.

c. Common issues of fact and/or law predominate in this action over any allegedly individual issues. Specifically, the following common questions of fact or law predominate and make this action superior to individual actions:

(i) whether Plaintiff and the rest of the Class are entitled to recover damages, penalties, injunctive relief or other equitable relief on the grounds that Defendants have used uniform policies and procedures that have, from time to time, violated

1 California labor laws and regulations and caused Plaintiff and the rest of the Class to suffer
2 the same or similar injuries;

3 (ii) whether Defendants correctly calculated the overtime rate of
4 pay owed to Plaintiff and the rest of the Class, as required by Labor Code section 510(a);

5 (iii) whether Defendants failed to provide Plaintiff and the rest of
6 the Class with timely, uninterrupted meal and rest breaks, as required by the Wage Order
7 and Labor Code sections 226.7 and 512;

8 (iv) whether Defendants failed to pay wage premiums to Plaintiff
9 and the rest of the Class for missed or non-compliant meal and rest breaks, as required by
10 Labor Code section 226.7;

11 (v) whether Defendants failed to provide accurate, itemized wage
12 statements, as required by Labor Code Section 226(a); and

13 (vi) whether Defendants' practices constitute unfair, fraudulent, or
14 illegal business practices under Business and Professions Code sections 17200 *et seq.*

15 9. California labor laws under which Plaintiff asserts the following causes of
16 action on behalf of himself and the rest of the Class are broadly remedial in nature. These
17 labor laws serve an important public interest in establishing minimum working conditions
18 and standards in California. They furthermore protect employees from exploitation by
19 employers who may seek to take advantage of their superior economic and bargaining power
20 in setting onerous terms and conditions of employment. The class action mechanism is a
21 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
22 employee in the Class was required to file an individual action, Defendants would be able to
23 use their superior financial and legal resources to gain an unfair advantage over each
24 individual class member. Moreover, requiring each class member to pursue an individual
25 action would also discourage the assertion of meritorious causes of action by employees
26 who would likely be disinclined to file such individual actions due to a justifiable fear of
27 retaliation and damage to their careers at subsequent employment.

10. In addition, even if feasible, individual actions by each Class member would create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims of each Class member against Defendants, that in turn could establish potentially incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect to individual Class members that would, as a practical matter, be dispositive of the interests of the other Class members. Furthermore, the claims of each individual Class member are not sufficiently large enough to make it economically feasible to bring each Class member's claims on an individual basis.

FIRST CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTION 510

(Against all Defendants)

11. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraph 1- 10, inclusive.

12. During the Class period, Labor Code Section 510 applied to Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code Section 510 required Defendants to compensate Plaintiff and the Class at no less than one and one-half times their regular rate of pay for any hours worked in excess of eight (8) hours in any day and forty (40) hours in any one week and further required Defendants to compensate Plaintiff and the Class at no less than twice their regular rate of pay for any hours worked in excess of twelve (12) hours in any one day. Labor Code Section 510 also required Defendants to compensate Plaintiff and the Class at a rate of no less than twice their regular rate of pay for any hours worked in excess of eight (8) hours on any seventh day of a workweek.

13. At times during the Class Period, Plaintiff and the Class were required to work in excess of eight (8) hours in any day and/or more than forty (40) hours during the workweek. Because, as alleged above, some of these overtime hours were worked off the clock, Plaintiff and the Class were not compensated for this time at the rates required by Labor Code Section 510.

1 14. In addition, when Defendants did compensate Plaintiff and Class members
2 for overtime, Defendants failed to pay 1.5 or two times the regular rate of pay, as required
3 by section 510(a).

4 15. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
5 Defendants unpaid and underpaid overtime that they incurred within the applicable
6 limitations period until the date that the Class is certified, interest thereon, together with
7 their reasonable attorneys' fees and costs.

8 **SECOND CAUSE OF ACTION**

9 **FOR VIOLATION OF LABOR CODE SECTION 226(a)**

10 (Against all Defendants)

11 16. Plaintiff re-alleges and incorporates herein by this reference each of the
12 allegations set forth in Paragraphs 1-15, inclusive.

13 17. During the Class period, Labor Code Section 226(a) applied to Defendants'
14 employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code
15 Section 226(a) required that employers such as Defendants furnish to their employees, semi-
16 monthly or at the time of each payment of wages, an accurate itemized statement in writing
17 showing such matters as the name and address of the legal entity that is the employer, the
18 gross wages earned, the total hours worked, the net wages earned and all applicable hourly
19 rates, during the pay period.

20 18. Plaintiff is informed and believes and, based thereon, alleges that during the
21 Class period, Defendants knowingly and intentionally failed to provide such accurate
22 itemized wage statements to Plaintiff and the members of the Class, in that, among other
23 things, such statements failed to include (1) wage premiums due, (2) all gross and net wages
24 earned and (3) all applicable hourly rates. Therefore, Defendants violated Labor Code
25 Section 226(a).

26 19. Plaintiff and the rest of the Class suffered injury as a result of Defendants'
27 failure to comply with Labor Code Section 226(a).

20. Accordingly, pursuant to Labor Code Section 226(e), Plaintiff and each member of the Class are entitled to recover from Defendants the greater of their actual damages or fifty dollars (\$50) for the initial violation of Labor Code Section 226(a) and one hundred dollars (\$100) for each subsequent violation during the applicable limitations period, up to a maximum of \$4,000 per Class member, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTIONS 226.7(b) AND 512(a)

AND THE APPLICABLE IWC WAGE ORDER

(Against all Defendants)

21. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-20, inclusive.

22. During the Class period, Labor Code Sections 226.7(b) and 512(a) and the applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code Section 226.7(b) provided that employers such as Defendants could not require employees such as the Class members to work during any meal or rest period mandated by an applicable order of the IWC.

23. At all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Order also required Defendants, every time Plaintiff and the Class worked a period of five (5) or more hours per day, to permit Plaintiff and the Class the opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and the Class were and are free to leave the premises and were and are relieved of all duty. Furthermore, at all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Wage Order provided that employers such as Defendants could not require or permit an employee such as Plaintiff or a member of the Class to work a period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is or was no more than twelve (12) hours, the

1 second meal period could and may be waived by mutual consent of the employer and the
2 employee only if the first meal period is not waived.

3 24. At all relevant times, the applicable IWC Wage Order provides that “[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period” and that the “rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest per four (4)
7 hours or major fraction thereof” unless the total daily work time is less than three and one-
8 half (3 ½) hours.

9 25. At times during the Class period, Plaintiff and the rest of the Class were
10 required by Defendants to work more than five (5) hours per day without being given the
11 opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and
12 the Class were and are free to leave the premises and were and are relieved of all duty.
13 Furthermore, at times during the Class period, Plaintiff and the Class were required by
14 Defendants to work more than ten (10) hours per day without receiving a second meal
15 period of not less than thirty (30) minutes.

16 26. During the Class Period, Defendants failed to provide Plaintiff and the rest of
17 the Class with required rest periods in violation of Labor Code Section 226.7(b) and the
18 applicable IWC Wage Order.

19 27. Accordingly, pursuant to Labor Code Section 226.7(c), Plaintiff and the rest
20 of the Class are entitled to recover from Defendants one additional hour of pay at the Class
21 members’ regular rate of compensation for each work day that a meal or rest period was not
22 provided, plus their reasonable attorneys’ fees and costs.

23 **FOURTH CAUSE OF ACTION**

24 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE**

25 **SECTIONS 17200 *ET SEQ.***

26 (Against all Defendants)

27 28. Plaintiff re-alleges and incorporates herein by this reference each of the
28 allegations in Paragraphs 1-27, inclusive.

1 29. During the Class period, Defendants’ practices, as alleged above, have been
2 and continue to be unfair, fraudulent and illegal, and harmful to Plaintiff, the rest of the
3 Class and the general public. Defendants’ above-alleged practices constitute violations of
4 Business and Professions Code Sections 17200 *et seq.* Specifically, a practice that violates
5 any state law or regulation may constitute the basis of an unlawful business practice
6 prohibited by Business and Professions Code Sections 17200 *et seq.*

7 30. Among other things, the following practices of Defendants, as alleged above,
8 constitute unfair business practices:

9 a. Defendants’ failure to compensate Plaintiff and the Class for their
10 overtime work at the rates required by Labor Code Section 510; and

11 b. Defendants’ failure to pay wage premiums to Plaintiff and Class
12 members for missed or non-compliant meal and rest breaks.

13 31. Accordingly, pursuant to Business and Professions Code Section 17200
14 *et seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other
15 property held by Defendants.

16 32. Plaintiff meets the standing requirements for seeking relief pursuant to
17 Business and Professions Code Section 17203, in that he has suffered an injury in fact and
18 has lost money as a result of Defendants’ policies, practices and procedures, as more fully
19 set forth elsewhere in this pleading.

20 **FIFTH CAUSE OF ACTION**

21 **RECOVER OF CIVIL PENALTIES UNDER PAGA**

22 33. Plaintiff re-alleges and incorporates herein by this reference, the allegations
23 in Paragraphs 1 through 32, inclusive.

24 34. Plaintiff brings this claim on behalf of the Labor and Workforce
25 Development Agency (“LWDA”) under the California Labor Code Private Attorneys
26 General Act of 2004 (“PAGA”), California Labor Code §§ 2698-2699.5. In pursuing his
27 PAGA claim, Plaintiff represents the same legal right and interest as state labor law
28

1 enforcement agencies. PAGA permits Plaintiff to recover civil penalties that otherwise
2 would have been assessed and collected by the LWDA and other state agencies.

3 35. Plaintiff has complied with the notice requirements of Labor Code section
4 2699.3. On April 29, 2020, Plaintiff's representatives notified the LWDA of the Labor Code
5 violations alleged herein. The LWDA has not responded to Plaintiff's initial notice. Pursuant
6 to section 2699.3(a)(2)(A), Plaintiff is now entitled to seek recovery civil penalties for
7 Defendants' violations against all of Defendant's aggrieved employees.

8 36. As alleged herein, such violations include:

- 9 a. Violations of Labor Code §510
- 10 b. Violations of Labor Code § 226(a); and
- 11 c. Violations of Labor Code §§226.7 and 512.

12 37. Accordingly, on behalf of all aggrieved employees, Plaintiff seeks recovery of
13 civil penalties owed by Defendant as result of such violations pursuant to Labor Code
14 section 2699, in addition to reasonable attorney's fees and costs of suit.

15
16 **PRAYER**

17 WHEREFORE, Plaintiff prays for judgment on behalf of himself and the rest of the
18 Class against all Defendants, as follows:

19 **ON THE FIRST CAUSE OF ACTION**

- 20 1. For unpaid and underpaid overtime premium wages;
- 21 2. For prejudgment interest; and
- 22 3. For reasonable attorneys' fees and costs under Labor Code Section 218.5.

23 **ON THE SECOND CAUSE OF ACTION**

- 24 1. For damages under Labor Code Section 226(e) for the failure to provide
25 accurate wage statements in accordance with Labor Code §226(a);
- 26 2. For an order requiring Defendants to comply with Labor Code §226(a) with
27 respect to all other currently employed Class members; and
- 28 3. For reasonable attorneys' fees and costs under Labor Code §226(e)(1).

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ON THE THIRD CAUSE OF ACTION

- 1. For damages for unpaid compensation for failing to provide timely and uninterrupted meal periods and/or rest periods;
- 2. For prejudgment interest; and
- 3. For reasonable attorneys’ fees under Code of Civil Procedure section 1021.5 and costs.

ON THE FOURTH CAUSE OF ACTION

- 1. For restitution of all unpaid wages, overtime and other monies withheld from Plaintiff and the rest of the Class as a result of Defendants’ unfair, unlawful or fraudulent business practices; and
- 2. For reasonable attorneys' fees and costs under Code of Civil Procedure Section 1021.5.

ON THE FIFTH CAUSE OF ACTION

- 1. For civil penalties; and
- 2. For reasonable attorney’s fees and costs pursuant to California Labor Code section 2699(g).

ON ALL CAUSES OF ACTION

- 1. For certification of the First through Third Causes of Action as a class action;
- 2. For attorneys' fees and costs pursuant to Civil Procedure Section 1021.5, the “common fund” theory, the “substantial benefit” theory and/or any other applicable theory or doctrine; and,
- 3. For such further relief as the Court may deem appropriate.

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DATED: July 14, 2020

GUNDZIK GUNDZIK HEEGER LLP

By: 
Rebecca G. Gundzik
Attorneys for Plaintiff William Hall,
individually and on behalf of all others
similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the rest of the Class on all claims so triable.

DATED: July 14, 2020

GUNDZIK GUNDZIK HEEGER LLP

By: 
Rebecca G. Gundzik
Attorneys for Plaintiff William Hall,
individually and on behalf of all others
similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On July 14, 2020, I served the following document described as

- **FIRST AMENDED CLASS ACTION COMPLAINT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

(XX) BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on July 14, 2020, at Sherman Oaks, California.



Nicole Salazar

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SERVICE LIST

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