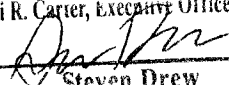


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Superior Court of California
County of Los Angeles

JUL 30 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By , Deputy
Steven Drew

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Attorneys for Plaintiff and the Class

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

QUIANA JONES, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

UGS PRIVATE SECURITY, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.:

20STCV28897

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 226.7
AND 512;
- (2) VIOLATION OF LABOR CODE § 226.7;
- (3) VIOLATION OF LABOR CODE § 226(a);
- (4) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
AND
- (5) VIOLATION OF LABOR CODE § 2698,
ET SEQ.

DEMAND OVER \$25,000.00

Plaintiff Quiana Jones ("Plaintiff"), hereby submits this Class Action Complaint against Defendant UGS Private Security, Inc. ("Defendant"), and Does 1-50 (hereinafter collectively referred to as "Defendants"), as an individual and on behalf of the Class of all other similarly situated current and former employees of Defendants for penalties and/or damages for failure to provide off-duty meal and rest periods, pay all wages owed upon separation of employment, and provide accurate, itemized wage statement under California Labor Code statutes, and restitution for unfair business practices in violation of Business and Professions Code § 17200, *et seq.*, as

1 follows:

2 **INTRODUCTION**

3 1. This class action is within the Court’s jurisdiction under California Labor Code
4 §§ 201-203, 226, 226.7, 512, and 2698 *et seq.*, the California Industrial Welfare Commission’s
5 (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”), codified at
6 California Business and Professions Code § 17200, *et seq.*

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

10 3. Plaintiff is informed and believes and based thereon alleges that Defendants
11 jointly and severally have acted intentionally and with deliberate indifference and conscious
12 disregard to the rights of all employees by failing to failing to provide off-duty meal and rest
13 breaks, failing to pay all wages owed upon separation of employment, and keep accurate records
14 as to Plaintiff and the Class.

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

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

24 **JURISDICTION AND VENUE**

25 6. The Court has jurisdiction over the violations of the California Labor Code
26 §§ 201-203, 226, 226.7, 512, and 2698 *et seq.*, and the UCL.

27 7. Venue is proper in Los Angeles County because Defendant is located in Los
28 Angeles, California.

1 **PARTIES**

2 8. Plaintiff worked for Defendant as a security guard in Los Angeles County.

3 9. Plaintiff was and is the victim of the policies, practices, and customs of
4 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
5 by California Labor Code §§ 201-203, 226, 226.7, 512, 558, and 2698 *et seq.*, and the applicable
6 IWC Wage Orders, and the UCL.

7 10. Plaintiff is informed and believes and based thereon alleges that Defendant UGS
8 Private Security, Inc. was and is a California corporation doing business in the State of
9 California and County of Los Angeles, which provides security services.

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

13 12. As such, and based upon all the facts and circumstances incident to Defendants'
14 business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7,
15 512, and 2698 *et seq.*, the IWC Wage Orders, and the UCL.

16 13. Plaintiff does not know the true names or capacities, whether individual, partner
17 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
18 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
19 complaint when the true names and capacities are known. Plaintiff is informed and believes and
20 based thereon alleges that each of said fictitious Defendants were responsible in some way for
21 the matters alleged herein and proximately caused Plaintiff and members of the general public
22 and class to be subject to the illegal employment practices, wrongs and injuries complained of
23 herein.

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

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

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

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

18 **CLASS ACTION ALLEGATIONS**

19 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
20 California Code of Civil Procedure § 382, of all current and former non-exempt employees who
21 worked for Defendants in the State of California at any time from July 30, 2016, through the
22 present (“Class”) and the following sub-classes:

- 23 a. All current and former non-exempt employees who worked for
24 Defendants in the State of California at any time from July 30, 2016,
25 through the present, and who worked more than 5 hours in any shift
26 (“Meal Period Class”); and
27 b. All current and former non-exempt employees who worked for
28 Defendants in the State of California at any time from July 30, 2016,

1 through the present, and who worked 3.5 hours or more in any shift (“Rest
2 Period Class”).

3 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
4 that joinder of all members would be impractical, if not impossible. The identity of the members
5 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
6 Plaintiff alleges that Defendants: (a) failed to provide off-duty meal and rest breaks in violation
7 of Labor Code §§ 226.7 and 512; (b) failed to provide accurate, itemized wage statements in
8 violation of Labor Code § 226(a); and (c) engaged in Unfair Business Practices in violation of
9 the UCL, the California Labor Code, including without limitation, California Labor Code
10 §§ 201-203, 226, 226.7, and 512, and the applicable IWC Wage Orders.

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

17 21. Defendants uniformly administered a corporate policy, practice of: (a) failing to
18 provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (b) failing to
19 provide accurate, itemized wage statements in violation of Labor Code § 226(a); and (c)
20 engaging in Unfair Business Practices in violation of the UCL, the California Labor Code,
21 including without limitation, California Labor Code §§ 226, 226.7, and 512, and the applicable
22 IWC Wage Orders.

23 22. Plaintiff is informed and believes and based thereon alleges Defendants, in
24 violation of California Labor Code §§ 201, and 202, *et seq.*, had a consistent and uniform policy,
25 practice and procedure of willfully failing to comply with Labor Code § 203. Plaintiff and other
26 members of the Class did not secrete or absent themselves from Defendants, nor refuse to accept
27 the earned and unpaid wages from Defendants. Accordingly, Defendants are liable for waiting
28 time compensation for the unpaid wages to separated employees pursuant to California Labor

1 Code § 203.

2 23. **Common Question of Law and Fact:** There are predominant common questions
3 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
4 concerning Defendants: (a) failing to provide off-duty meal and rest breaks in violation of Labor
5 Code §§ 226.7 and 512; (b) failing to provide accurate, itemized wage statements in violation of
6 Labor Code § 226(a); and (c) engaging in Unfair Business Practices in violation of the UCL, the
7 California Labor Code, including without limitation, California Labor Code §§ 226, 226.7, and
8 512, and the applicable IWC Wage Orders.

9 24. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
10 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
11 manner as the Class members. Plaintiff worked more than 5 hours in a shift for Defendants but
12 was not provided with off-duty meal breaks; nor was she provided with duty-free 10-minute rest
13 breaks for every 4 hours worked. Rather, as with other non-exempt employees, Plaintiff was
14 required to keep her work-provided cell phone and/or radio on during meal and rest breaks and
15 respond to calls, subject to an immediate return to work. Defendants failed to pay Plaintiff meal
16 and rest period premium pay in lieu of receiving timely and off-duty meal and rest breaks. Given
17 that Defendants willfully failed to pay Plaintiff and Class members all wages owed, Defendants
18 are liable for waiting time-penalties pursuant to Labor Code §§ 201, 202, and 203. Furthermore,
19 Plaintiff was not provided proper and accurate itemized wage statements identifying premium
20 pay for missed meal and rest breaks and accurate gross and net wages earned. As such, Plaintiff
21 is a member of the Class and has suffered the alleged violations of California Labor Code
22 §§ 201-203, 226, 226.7, and 512, and the applicable IWC Wage Orders.

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

1 26. The nature of this action and the format of laws available to Plaintiff and
2 members of the Class identified herein make the class action format a particularly efficient and
3 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
4 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
5 advantage since it would be able to exploit and overwhelm the limited resources of each
6 individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring
7 each Class member to pursue an individual remedy would also discourage the assertion of lawful
8 claims by employees who would be disinclined to file an action against their former and/or
9 current employer for real and justifiable fear of retaliation and permanent damage to their careers
10 at subsequent employment.

11 27. The prosecution of separate actions by the individual class members, even if
12 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
13 to individual Class members against Defendants and which would establish potentially
14 incompatible standards of conduct for Defendants, and/or (b) adjudications with respect to
15 individual Class members which would, as a practical matter, be dispositive of the interest of the
16 other Class members not parties to the adjudications or which would substantially impair or
17 impede the ability of the Class members to protect their interests. Further, the claims of the
18 individual members of the Class are not sufficiently large to warrant vigorous individual
19 prosecution considering all of the concomitant costs and expenses.

20 28. Such a pattern, practice and uniform administration of corporate policy regarding
21 illegal employee compensation described herein is unlawful and creates an entitlement to
22 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
23 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
24 according to the mandate of California Labor Code §§ 201-203, 218.5, and 226, the applicable
25 IWC Wage Orders, and Code of Civil Procedure § 1021.5.

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

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

5 **FIRST CAUSE OF ACTION**

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

7 **(BY PLAINTIFF THE CLASS, AND THE MEAL PERIOD CLASS AGAINST ALL**
8 **DEFENDANTS)**

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

11 32. At all relevant times, Defendants failed in their affirmative obligation to ensure
12 that Plaintiff and Class members, had the opportunity to take and were provided with off-duty
13 meal periods in accordance with the mandates of the California Labor Code and the applicable
14 IWC Wage Order. At all relevant times, Plaintiff and Class members were suffered and
15 permitted to work through legally required meal breaks and were denied the opportunity to take
16 their off-duty meal breaks. This included, without limitation, Defendants requiring Plaintiff and
17 Class members to work on-duty meal periods, as well as keeping their work-provided cell
18 phones and/or radios on during such meal breaks, being required to respond to calls during these
19 breaks, and being required to immediately return to work if requested. As such, Defendants are
20 responsible for paying premium compensation for missed meal periods pursuant to Labor Code
21 § 226.7 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and
22 procedure, regularly failed to pay such premium compensation for each meal period Plaintiff and
23 the Class members missed.

24 33. At all relevant times, Plaintiff and Class members regularly worked in excess of
25 five (5) hours per day and accordingly had a right to take a 30-minute meal period each day
26 worked in excess of five (5) hours. Furthermore, Plaintiff and Class members who worked in
27 excess of ten (10) hours per day had a right to take a second 30-minute meal period each day
28 worked in excess of ten (10) hours. Plaintiff is informed and believes, and based thereon alleges,

1 that Defendants failed to provide this second meal period to their non-exempt employees in the
2 State of California.

3 34. As a pattern and practice, Defendants regularly required employees to work
4 through their meal periods without proper compensation and denied Plaintiff and other
5 employees the right to take proper meal periods as required by law.

6 35. Such a pattern, practice and uniform administration of corporate policy as
7 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
8 members identified herein, in a civil action, for the unpaid balance of the unpaid premium
9 compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order,
10 including interest thereon, penalties, and costs of suit.

11 36. Plaintiff is informed and believes, and based thereon allege, that Defendants'
12 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
13 Members upon separation from employment results in a continued payment of wages up to thirty
14 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class
15 who have separated from employment are entitled to compensation pursuant to Labor Code
16 § 203.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 226.7**

19 **(BY PLAINTIFF THE CLASS, AND THE REST PERIOD CLASS AGAINST ALL**
20 **DEFENDANTS)**

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

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

27 39. Defendants failed in their affirmative obligation to provide all of their employees,
28 including Plaintiff and other members of Class, the opportunity to take rest periods in accordance

1 with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff
2 and other members of Class were suffered and permitted to work through legally required rest
3 breaks and were denied the opportunity to take their rest breaks. Again, Defendants required
4 Plaintiff and Class members to keep their work-provided cell phones and/or radios on during
5 their purported rest breaks, such that if they received a call, they would have to respond
6 immediately during their rest break and return to work if requested. As such, Defendants are
7 responsible for paying premium compensation for missed rest periods pursuant to Labor Code §
8 226.7.

9 40. As a pattern and practice, Defendants regularly required employees to work
10 through their rest periods without proper compensation and denied Plaintiff and their employees
11 the right to take proper rest periods as required by law.

12 41. Such a pattern, practice and uniform administration of corporate policy as
13 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other
14 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid
15 premium compensation pursuant to Labor Code § 226.7, including interest thereon, penalties and
16 costs of suit.

17 42. Plaintiff is informed and believes, and based thereon allege, that Defendants'
18 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
19 Members upon separation from employment results in a continued payment of wages up to thirty
20 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class
21 who have separated from employment are entitled to compensation pursuant to Labor Code
22 § 203.

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 226(a)**

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

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

28 44. Defendants failed in their affirmative obligation to provide accurate itemized

1 wage statements. Defendants, as a matter of policy and practice, did not provide accurate
2 records in violation of Labor Code § 226(a) by failing to provide accurate payroll records for
3 Plaintiff and the Class.

4 45. Here, Plaintiff and the Class were paid hourly. As such, the wage statements
5 should have reflected all wages paid and accurate gross and net wages, pursuant to Labor Code
6 § 226(a). However, the wage statements provided to Plaintiff and the Class failed to identify
7 such information, including the wages owed for premium pay for missed meal and rest periods
8 and/or improper on-duty meal periods. As a result of these errors, the wage statements failed to
9 identify accurate gross and net wages earned, in violation of Labor Code §§ 226(a)(1), and (5).

10 46. Such a pattern, practice and uniform administration of corporate policy as
11 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
12 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
13 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
14 California Labor Code § 226.

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

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

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

20 48. Defendants, and each of them, have engaged and continue to engage in unfair and
21 unlawful business practices in California by practicing, employing and utilizing the employment
22 practices outlined above, include, to wit, by: (a) failing to provide off-duty meal and rest breaks
23 in violation of Labor Code §§ 226.7 and 512; and (b) failing to provide accurate, itemized wage
24 statements in violation of Labor Code § 226(a).

25 49. Defendants' utilization of such unfair and unlawful business practices constitutes
26 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

27 50. Plaintiff seeks, individually and on behalf of other members of the Class similarly
28 situated, full restitution of monies, as necessary and according to proof, to restore any and all

monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

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

FIFTH CAUSE OF ACTION

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

**(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES
AGAINST ALL DEFENDANTS)**

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

53. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from July 15, 2019, through the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7, and 512, arising from Defendants' failure to provide off-duty meal and rest periods, pay all wages upon separation of employment, and provide proper payroll records.

54. On or about July 15, 2020, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code §§ 201-203, 226(a), 226.7, and 512, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's written notice.

55. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 226(a), 226.7, and 512, for the time period described above, on behalf of herself and other Aggrieved Employees.

1 **PRAYER FOR RELIEF**

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

- 4 1. For an order certifying the proposed Class;
- 5 2. For an order appointing Plaintiff as the representative of the Class as described
6 herein;
- 7 3. For an order appointing counsel for Plaintiff as Class counsel;
- 8 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
9 California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;
- 10 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
11 California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;
- 12 6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as
13 set forth in California Labor Code § 226, and for costs and attorneys' fees;
- 14 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
15 affected members of the general public of all funds unlawfully acquired by Defendants by means
16 of any acts or practices declared by this Court to be in violation of Business and Professions
17 Code § 17200, *et seq.*, for the time periods described above;
- 18 8. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to
19 Labor Code § 2698, *et seq.*, and for costs and attorneys' fees;
- 20 9. On all causes of action, for attorneys' fees and costs as provided by California
21 Labor Code § 218.5 and Code of Civil Procedure § 1021.5; and
- 22 10. For such other and further relief as the Court may deem just and proper.
- 23

24 DATED: July 30, 2020

DIVERSITY LAW GROUP, P.C.

25
26 By:  _____

Max W. Gavron

Attorneys for Plaintiff and the Class

27
28