

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Fruin

MESSRELIAN LAW INC.

Harout Messrelian, Esq., SB# 272020
500 N. Central Ave. Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorneys for Plaintiff Anthony Doss

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANTHONY DOSS,

Plaintiff,

vs.

FIDELITY SECURITY SERVICES, INC.;
AHMADSHAH AHMADI; and DOES 1
to 25, inclusive,
Defendants.

) CASE NO.: 21STCV08643

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) VIOLATION OF LABOR CODE**
) **SECTION 558;**
) **8) FAILURE TO MAINTAIN**
) **ACCURATE RECORDS;**
) **9) FAILURE TO GIVE REST BREAKS;**
) **10) FAILURE TO GIVE MEAL**
) **BREAKS;**
) **11) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **12) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES**
) **13) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ANTHONY DOSS (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants FIDELITY SECURITY SERVICES, INC.; AHMADSHAH AHMADI inclusive, (hereinafter collectively known as “Defendants”), do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant FIDELITY SECURITY SERVICES, INC. and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a security guard.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant AHMADSHAH AHMADI (“AHMADI”) is a male resident of the County of Los Angeles, State of California and the owner, managing agent of FIDELITY SECURITY SERVICES, INC. AHMADI is being included in this lawsuit pursuant to Labor Code Section 558.1 as he controlled the hours, wages, and working conditions of Plaintiff and other hourly, non-exempt employees. FIDELITY SECURITY SERVICES, INC. and AHMADI are collectively referred to as “FIDELITY” or “Defendant(s)”.

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5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

7. Plaintiff worked for FIDELITY as a security guard for a few years with his employment ending in April or May 2020. Plaintiff is classified as a non-exempt, hourly employee. Plaintiff worked at various different posts and worked between 5 to 7 days per week at around 12 hours or more per shift as was typical of the security guards who worked for FIDELITY.

8. It is Plaintiff's position that FIDELITY has committed numerous labor code violations against Plaintiff and other similarly situated aggrieved employees.

9. FIDELITY violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiff and other similarly situated aggrieved employees California's statutory minimum wage for all hours worked and for "off the clock" work, including but not limited to, the hours spent driving to locations in their personal vehicle to perform security services. Moreover, the company would routinely fail to pay Plaintiff and others for their actual hours worked by

1 cutting their hours or not paying them for a fully day worked. For instance, Plaintiff would
2 work at a certain location for 5 days but would only get paid for 4 days. Moreover, Plaintiff
3 and others were not paid for the travel time between work locations and would not be paid for
4 certain events that they would have to work.

5 10. FIDELITY violated Labor Code §510 because it failed to pay Plaintiff and other
6 similarly situated aggrieved employees overtime, even though they worked more than 8 hours
7 per day, 12 hours per day, and/or 40 hours per week throughout their employment. It was not
8 company policy for FIDELITY to pay overtime and management/ownership unequivocally
9 knew that overtime was supposed to be paid but made an intentional and conscious decision to
10 not pay employees overtime. Not only did Plaintiff and other similarly situated aggrieved
11 employees not receive time-and-a-half when they worked over 8 hours, but they did not receive
12 double time when they worked over 12 hours.

13 11. FIDELITY also violated Labor Code § 226.7 and the appropriate Industrial Welfare
14 Commission Wage Order because it failed to provide Plaintiff and other similarly situated
15 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
16 portion thereof, throughout their employment. FIDELITY did not completely relieve Plaintiff
17 and others of all duty during said rest periods. FIDELITY did not pay to Plaintiff and others
18 one additional hour of pay at Plaintiff's regular rate of compensation for each workday that
19 one or more statutory rest periods was not provided. It was not part of the company policy for
20 employees such as Plaintiff and others to take rest breaks. The concept of rest breaks was never
21 discussed with employees nor was it ever implemented as it was not company policy. As such,
22 the culture at FIDELITY did not lend itself to the employees receiving statutory rest breaks
23 wherein they were relieved of all work duties. The environment at FIDELITY was not
24 conducive to receiving statutory rest breaks under California law and timely, statutory rest
25 breaks were not authorized or enforced.

26 12. FIDELITY violated Labor Code §§ 512 and 226.7 along with the appropriate
27 Industrial Welfare Commission Wage Order because it failed to provide hourly, non-exempt
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1 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
2 for every five (5) hours of work throughout their employment. FIDELITY did not completely
3 relieve Plaintiff and other employees of all duty during said meal periods. FIDELITY did not
4 pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their
5 regular rate of compensation for each workday that one or more statutory meal periods was not
6 provided. The hourly, non-exempt employees would often not be able to receive their meal
7 periods before the 5th hour worked due to understaffing and having no one relieve them. Like
8 the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of
9 the company culture and was not enforced by FIDELITY. Consequently, it was the normal
10 practice and custom of FIDELITY not to authorize, permit, and enforce timely statutory meal
11 periods. It is important to note that Plaintiff and other similarly situated aggrieved employees
12 were not able to take meal and rest breaks because they were alone on their security shifts and
13 had no one to relieve them of their duties to enable them to take breaks.

14 13. Furthermore, during the relevant time period and due to the above wage and hour
15 violations, FIDELITY failed to pay Plaintiff and other similarly situated aggrieved employees
16 all wages due to them within any time period specified by California Labor Code section 204.

17 14. FIDELITY was also in violation of California Labor Code section 226(a), by failing to
18 include pertinent information on the wage statements, including but not limited to, the full and
19 correct name of the legal employer along with the employer's correct legal address, all hours
20 worked (including "off the clock" hours and overtime), all applicable hourly rates in effect, the
21 correct identifying information for each employee, gross wages earned, net wages earned,
22 premium pay for the missed meal and rest breaks, the correct start and end of the pay period,
23 all deductions, and business expense reimbursement, among others. As such, FIDELITY did
24 not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
25 itemized wage statements.

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1 15. FIDELITY violated Labor Code § 203 because it willfully failed to pay other similarly
2 situated aggrieved employees earned and due wages upon separation of employment, either
3 immediately upon involuntary termination, or within 72 hours of resignation. After
4 employees' employment at FIDELITY ended, FIDELITY failed and refused to pay all wages
5 earned and due immediately upon separation. These earned but unpaid wages include the
6 unpaid minimum wages, overtime wages, and meal/rest period compensation described above.

7 16. During the relevant time period, FIDELITY also failed to keep accurate and complete
8 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
9 other aggrieved employees pursuant to California Labor Code sections 1174(d).

10 17. During the relevant time period, Plaintiff and other aggrieved employees incurred
11 necessary, business-related expenses and costs that were not reimbursed by FIDELITY. These
12 costs include, but are not limited to, driving their personal vehicles to locations (mileage
13 reimbursement) and use of personal phones for business-related purposes. Plaintiff and others
14 were also not reimbursed for their uniforms, including steel toe boots and security guard
15 equipment. Accordingly, FIDELITY was in violation of California Labor Code sections 2800
16 and 2802.

17 18. Moreover, FIDELITY failed to provide sick pay pursuant to Labor Code section 246
18 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved
19 employees in violation of Labor Code Section 3700.5.

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21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

23 **(California Industrial Welfare Commission Order 4-2001, California Code of**
24 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.
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1 20. At all times relevant herein, Defendants were required to compensate its employees for
2 all hours worked upon reporting for work at the appointed time stated by the employer
3 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
4 Title 8, Section 11040.

5 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
6 Plaintiff for all hours worked.

7 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
8 compensation for all hours worked but not paid by Defendants for the three (3) years
9 preceding the filing of this Complaint.

10 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
11 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
12 this Court.

13 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
14 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
15 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
16 reasonable attorney's fees and costs of suit.

17 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
19 amount known to Plaintiff once he has obtained all of his payroll records from
20 Defendants.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001)**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

27 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
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1 to suffer or permit a California employee to work without paying wages at the minimum wage
2 rate for all hours worked as required by the applicable Industrial Welfare Commission
3 (hereinafter “IWC”) Wage Order No. 4-2001, codified at California Code of Regulations, Title
4 8, Section 11050, subdivision 4.

5 28. Pursuant to IWC Wage Order no. 4-2001 subdivision 2(K), at all relevant times, “hours
6 worked” included “the time during which an employee is subject to the control of an employer,
7 and includes all the time the employee is suffered or permitted to work, whether or not required
8 to do so...”

9 29. Moreover, Pursuant to California Industrial Welfare Commission Order no. 4-2001,
10 Section 9(B), “When tools or equipment are required by the employer or are necessary to the
11 performance of a job, such tools and equipment shall be provided and maintained by the
12 employer, except that an employee whose wages are at least two (2) times the minimum wage
13 provided herein may be required to provide and maintain hand tools and equipment
14 customarily required by the trade or craft.”

15 30. During his employment, Plaintiff was regularly required as a matter of uniform
16 policy and practice to provide and maintain hand tools and equipment customarily required by
17 the trade or craft and was paid less than two times the minimum wage rate by Defendants for
18 hours worked in violation of California Labor Code Section 1197 and the applicable California
19 Industrial Wage Commission wage order(s).

20 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
21 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
22 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
23 to believe that their acts or omissions were not contrary to California law.

24 32. For all hours worked by Plaintiff for which he was paid less than twice the minimum
25 wage rate by Defendants, Plaintiff is entitled to not less than two times the applicable
26 California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated
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1 damages in an amount equal to unpaid minimum wages and interests thereon. Pursuant to
2 Labor Code Section 1194, Plaintiff is also entitled to attorney's fees, costs and interests
3 according to proof.

4 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME**

9 **(California Industrial Welfare Commission Order 4-2001, California Code of**
10 **Regulations Title 8 Section 11040, California Labor Code sections 510, 1194)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

14 35. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
15 Regulations, Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
16 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
17 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
18 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
19 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
20 week.

21 36. Plaintiff was a non-exempt employee entitled to the protections of the California
22 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
23 Section 11040.

24 37. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
25 single workweek on numerous occasions.

26 38. Plaintiff worked more than twelve (12) hours in a single workday.

27 39. Plaintiff was entitled to the above overtime premiums.
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1 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
2 Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past
3 eight (8) in a day.

4 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past
6 forty (40) in a week.

7 42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's
8 regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12)
9 in a day.

10 43. Plaintiff worked at least one pay period in which he was not properly paid the correct
11 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

12 44. Defendants know or should know the actual dates of overtime worked, the amount of
13 overtime worked, and the amount of unpaid overtime due.

14 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
15 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
16 Court.

17 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
18 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
19 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
20 reasonable attorney's fees and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

23 **(California Labor Code Section 226)**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 47. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein.

27 48. Pursuant to California Labor Code Section 226, every employer must furnish each
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1 employee an itemized statement of wages and deductions at the time of payment of wages.

2 49. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
3 accurately reflected all information required by Labor Code Section 226, including but not
4 limited to, gross wages earned (regular and overtime hours), net wages earned, premium pay
5 for missed meal and rest breaks, total hours worked by the employee, and all deductions.
6 Therefore, Defendants failed to maintain and provide accurate itemized wage
7 statements to Plaintiff in accordance with California Labor Code Section 226(a).

8 50. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
9 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
10 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
11 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
12 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
13 the 3-year period immediately preceding the date this lawsuit was filed.

14 51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
15 sustained damages, including loss of earnings, in an amount to be established at trial. As a
16 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
17 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
18 and attorney's fees pursuant to statute.

19 52. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

24 **(California Labor Code Section 204)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 53. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.
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1 54. California Labor Code Section 204 establishes the fundamental right of all employees
2 in the State of California to be paid wages in a timely fashion for their work.

3 55. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
4 full amount of all owed wages when due as required by California Labor Code Section 204.

5 56. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
6 informed, believes, and thereon alleges, that all times relevant during the liability period,
7 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
8 including twice the minimum wage and the correct amount of overtime as well as premium pay
9 for missed meal and rest breaks, and business expense reimbursement.

10 57. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
11 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
12 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
13 from Defendants' records or indirectly based on information from Defendants' records.

14 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

19 **(Plaintiff against all named Defendants and all DOE defendants)**

20 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

22 60. Pursuant to California Labor Code Section 201(a), an employer who discharges an
23 employee must immediately pay for all compensation due and owing.

24 61. Pursuant to California Labor Code Section 202, when an employee resigns, the
25 employer must pay all compensation due and owing within 72 hours of resignation, or on the
26 employee's last day of work, if the employee gives more than 72 hours notice of resignation.
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1 62. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
2 without abatement or reduction, any wages of an employee whose employment ends, the wages
3 of the employee shall continue as a penalty from the due date at the same rate until paid or until
4 an action is commenced; however, the wages shall not continue for more than 30 days for
5 failure to pay an employee owed wages.

6 63. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
7 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.
8

9 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
12 preceding the filing of this lawsuit.

13 65. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
14 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
15 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.
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17 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **SEVENTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE SECTION 558**
22 **(California Labor Code Section 558)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.
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27 68. California Labor Code Section 558 states that any person acting on behalf of an
28 employer who violates, or causes to be violated, a section of this chapter or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
2 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
3 employee for each pay period for which the employee was underpaid in addition to an amount
4 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
5 hundred dollars (\$100) for each underpaid employee for each pay period for which the
6 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
7 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
8 filed.

9 69. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
10 Defendants are subject to civil penalties under the following laws:

- 11 a. California Labor Code Section 558. Defendants failed to pay Plaintiff twice the
12 minimum wage for all hours worked, failed to pay Plaintiff for all hours worked,
13 and failed to pay Plaintiff the correct amount of overtime. As such, Defendants
14 violated Section 558 under which penalties are due. Plaintiff therefore prays for
15 penalties of \$50.00 for the first pay period and \$100.00 for each subsequent
16 violation for each pay period for which Plaintiff was underpaid in addition to an
17 amount sufficient to recover underpaid wages.
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- 19 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
20 relief associated with Plaintiff's prosecution of this cause of action under California
21 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
22 paying Plaintiff twice the minimum wage for all hours worked, not paying Plaintiff
23 the correct amount of overtime compensation, and not paying Plaintiff for all hours
24 worked.
25
- 26 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
27 fees for relief associated with Plaintiff's prosecution of this cause of action under
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California Labor Code Sections 200, et seq.

70. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

71. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

EIGHTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

72. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.

73. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

74. Additionally, the "Records" section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, meal periods, split shift intervals; the total daily hours worked; the total hours worked in the payroll period, and the applicable rates of pay.

75. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of Plaintiff's applicable rates of pay, and total wages earned for the payroll period.

76. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and

continues to suffer substantial losses related to Defendants' failure to record and maintain accurate time records.

77. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

NINTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

78. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

79. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11040, which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11040 (12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require

1 any employee to work during any rest period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if an employer fails to provide an
3 employee a rest period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at employee's regular rate of compensation for each work day that the rest
6 period is not provided.

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8 80. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
9 break after every four (4) hours of work or major fraction thereof, as required by California
10 law.

11 81. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
12 regulations, and wage orders alleged in this cause of action along with any allowable interest,
13 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
14 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

15 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
16 fees as well as interest under Labor Code section 218.6.

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18 83. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
20 trial.

21 **TENTH CAUSE OF ACTION**

22 **FAILURE TO GIVE MEAL BREAKS**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

26 85. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. California Labor Code section 512(a), which requires that employees be given a 30-
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1 minute uninterrupted meal break after five (5) hours of work, and a second
2 uninterrupted meal break after ten (10) hours of work;

3 b. California Labor Code section 226.7, which states that (a) no employer shall require
4 any employee to work during any meal period mandated by an applicable order of
5 the Industrial Welfare Commission, and (b) if any employer fails to provide an
6 employee a meal period in accordance with an applicable order of the Industrial
7 Welfare Commission, the employer shall pay the employee one (1) additional hour
8 of pay at the employee's regular rate of compensation for each workday that the
9 meal period is not provided;
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11 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
12 under Title 8 of the California Code of Regulations Section 11040, which states that
13 if an employer fails to provide an employee a meal period in accordance with the
14 applicable provisions of the Wage Order, the employer shall pay the employee one
15 (1) hour of pay at the employee's regular rate of compensation for each workday
16 that the meal period is not provided;
17

18 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
19 codified under Title 8 of the California Code of Regulations Section 11040, which
20 requires an employer to maintain records documenting its employees' meal periods;
21

22 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
23 codified under California Code of Regulations Section 11040 , which penalizes the
24 employer \$50.00 for each initial violation, per employee, of any provision of the
25 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

26 f. California Labor Code section 1171 and 1173, which have given the California
27 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
28

as enforceable law.

86. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

87. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

88. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

89. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

(Against All Named Defendants and all DOE Defendants)

90. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

91. Pursuant to law, Plaintiff provided the required written notice to the LWDA and Defendants of the specific violations of the California Labor Code that Defendants and DOE defendants have violated and continue to violate.

92. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

93. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

94. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

95. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for FIDELITY in the State of California during the PAGA period.

1 96. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
2 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
3 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

4 97. Plaintiff therefore has exhausted all administrative remedies required of him under
5 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
6 cause of action and pursue penalties in a representative action for Defendants' violations of the
7 Labor Code.

8 98. California Labor Code section 2699 et seq. imposes penalties upon culpable
9 Defendants for violating the Labor Code.

10 99. California Labor Code section 558 establishes a civil penalty as follows: Any
11 employer or other person action on behalf of an employer who violates, or causes to be
12 violated, a section of this chapter or any provision regulating hours and days of work in any
13 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
14 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
15 dollars (\$50) for each underpaid employee for each pay period for which the employee was
16 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
17 employee for each pay period for which the employee was underpaid ...;

18 100. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
19 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
20 seeking individual/victim specific relief or underpaid wages under this particular cause of
21 action.

22 101. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
23 the following:

24 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
25 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via
26 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated based
27 on the facts alleged in this Complaint.

28 102. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,

1 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
2 employees as alleged herein in an amount to be shown according to proof at trial and within the
3 jurisdictional limits of this Court.

4
5 **TWELFTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

7 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**

8 103. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 102, inclusive, of this Complaint as thought fully set forth herein.

10 104. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties.”

13 105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
14 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
15 of completing her job duties, which were not reimbursed by Defendant. These expenses
16 include, but are not limited to, driving their personal vehicles to locations (mileage
17 reimbursement) and use of personal phones for business-related purposes. Plaintiff and others
18 were also not reimbursed for their uniforms, including steel toe boots and security guard
19 equipment

20 106. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
21 and attorney’s fees and costs, under Labor Code section 2802.

22 **THIRTEENTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

24 **(California Business and Professions Code Section 17200)**

25 **(Plaintiff against All Named Defendants and all DOE defendants)**

26 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.
28

1 108. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
2 constitute unfair and unlawful business practices under California Business and Professions
3 Code Section 17200, et seq.

4 109. Defendants' violations of California labor laws constitutes a business practice because
5 it was done repeatedly over a significant period of time in a systematic manner that was
6 detrimental to Plaintiff and other aggrieved employees.

7 110. For the four years preceding the filing of this action, Plaintiff has suffered damages
8 and requests damages and/or restitution of all monies and profits to be disgorged from
9 Defendants in an amount according to proof at time of trial, but in excess of the
10 jurisdiction of this Court.

11 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
12 follows:

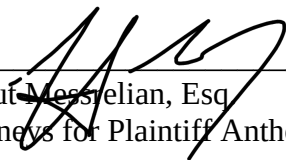
- 13 1. For damages to Plaintiff in an amount subject to proof at trial;
- 14 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
15 at trial;
- 16 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
17 subject to proof at trial;
- 18 4. For restitution and disgorgement for all unfair business practices by Defendants against
19 Plaintiff in an amount subject to proof at trial;
- 20 5. For an order enjoining Defendants from further unfair and unlawful business
21 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 22 6. For special and consequential damages to the extent allowed by law;
- 23 7. For maximum civil penalties available under the Labor Code and applicable Wage
24 Order against Defendants as described more particularly in the Complaint and
25 representative PAGA claims;
- 26 8. For all remedies available to Plaintiff under the applicable Wage Order and the
27 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
28

liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;

9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
11. For the imposition of civil penalties and/or statutory penalties;
12. For all interest as allowed by law;
13. For all costs and disbursements incurred in this suit;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
15. For such other and further relief as this Court may deem proper.

DATED: March 4, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Anthony Doss

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: March 4, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Anthony Doss