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FILED
AUG 27 2021

K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By: T. Schrader, Deputy Clerk

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT. 01 FOR ALL
PURPOSES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF CONTRA COSTA

SUMMONS ISSUED

12 UNLIMITED JURISDICTION

13 GUSTAVO SANCHEZ,

14 Plaintiff,

15 v.

16 ADMIRAL SECURITY SERVICES, INC.; and
17 DOES 1 through 25, inclusive,

18 Defendants.

Case Number: C21 - 01792

COMPLAINT

- (1) FAILURE TO PAY ALL WAGES
- (2) FAILURE TO PAY OVERTIME COMPENSATION
- (3) FAILURE TO PERMIT AND PROVIDE MEAL PERIODS
- (4) FAILURE TO PERMIT AND PROVIDE REST BREAKS
- (5) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
- (6) FAILURE TO REIMBURSE BUSINESS RELATED EXPENSES
- (7) WAITING TIME PENALTIES
- (8) WRONGFUL CONSTRUCTIVE TERMINATION
- (9) PRIVATE ATTORNEY GENERAL ACT ("PAGA")
- (10) UNFAIR COMPETITION IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 ET. SEQ

JURY TRIAL REQUESTED

1 in this Complaint to DEFENDANTS, such reference shall include each and every specifically and
2 fictitiously named defendant individually, jointly, and severally.

3 11. PLAINTIFF is unaware of the true names and capacities of the DEFENDANTS sued
4 herein as DOES 1 – 25, inclusive, and therefore sues these DEFENDANTS by such fictitious names.
5 PLAINTIFF will amend this Complaint to allege their true names and capacities when ascertained.
6 PLAINTIFF is informed and believes and thereupon alleges that each fictitiously named defendant is
7 responsible in some manner for the occurrences alleged herein, that the damages as alleged herein were
8 directly and proximately caused by each such fictitiously named defendant, and that PLAINTIFF is
9 entitled to the relief requested herein against each such fictitiously named defendant.
10

11 III. GENERAL ALLEGATIONS

12 12. PLAINTIFF worked as a nonexempt employee for DEFENDANTS from in or around
13 November 2017 to in or around August 2020.

14 13. During the course of their employment, PLAINTIFF and similarly aggrieved employees
15 were scheduled and assigned to work at job sites of DEFENDANTS' clients as security guards, field
16 operations commander, drivers, and similar nonexempt off site positions.

17 14. PLAINTIFF and similarly aggrieved employees regularly worked eight hour shifts, five
18 or six days per week. Due to its timekeeping practices, DEFENDANTS failed to pay PLAINTIFF and
19 similarly aggrieved employees for all hours worked.

20 15. During PLAINTIFF's and similarly aggrieved employees' employment with
21 DEFENDANTS, PLAINTIFF and similarly aggrieved employees often worked in excess of eight (8)
22 hours in one workday and worked in excess of forty (40) hours in one workweek. Sometimes,
23 PLAINTIFF and similarly aggrieved employees worked over twelve (12) hours in a workday. At times,
24 PLAINTIFF and similarly aggrieved employees worked seven (7) days in a workweek, and over eight
25 (8) hours during the seventh day.
26

27 16. DEFENDANTS failed to pay PLAINTIFF and similarly aggrieved employees at their
28 proper overtime and double time rates.

1 17. PLAINTIFF and similarly aggrieved employees worked more than five hour shifts and
2 sometimes worked **more than 10 hours in a workday**. PLAINTIFF and similarly aggrieved employees
3 were entitled to at least one meal break, sometimes two.

4 18. However, PLAINTIFF and similarly aggrieved employees were not provided all of the
5 thirty (30) minute uninterrupted meal periods PLAINTIFF and similarly aggrieved employees were
6 entitled to.

7 19. PLAINTIFF and similarly aggrieved employees were not relieved of all their duties
8 during their meal period due to DEFENDANTS' policy of requiring PLAINTIFF and similarly
9 aggrieved employees to have their **communication devices on at all times during their shift** including
10 during their meal periods.

11 20. DEFENDANTS failed to provide PLAINTIFF and similarly aggrieved employees with
12 proper rest breaks.

13 21. PLAINTIFF and similarly aggrieved employees were not relieved of all their duties during
14 their rest period due to DEFENDANTS' policy of requiring PLAINTIFF and similarly aggrieved
15 employees to have their communication devices on at all times during their shift including during their
16 rest periods.

17 22. DEFENDANTS failed to compensate PLAINTIFF and similarly aggrieved employees an
18 hour of pay at their regular rate of pay for each day that PLAINTIFF and similarly aggrieved employees
19 were not provided with a proper meal periods and rest breaks.

20 23. DEFENDANTS failed to issue proper, accurate itemized wage statements to PLAINTIFF
21 and similarly aggrieved employees. The wage statements were not accurate in that they did not reflect
22 all hours worked and all proper rates of pay, along with reflecting the required compensation for denied
23 or improper meal periods and rest breaks.

24 24. DEFENDANTS had a policy and practice of **not reimbursing** PLAINTIFF and similarly
25 aggrieved employees for uniform, tools, and equipment that they purchased to perform their work
26
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1 duties. PLAINTIFF and similarly aggrieved employees are claiming reimbursement for all business
2 related expenses they incurred.

3 25. DEFENDANTS willfully failed to pay PLAINTIFF and similarly aggrieved employees in
4 a timely manner the wages DEFENDANTS owed them at the end of their employment.

5 26. In or around November 2019 to in or around March 2020, PLAINTIFF was made an
6 exempt employee and paid a salary. However, the duties of PLAINTIFF did not qualify him to be an
7 exempt employee. As a result, PLAINTIFF was not paid for his overtime hours worked.

8 27. In or around August 2020, having worked twenty five (25) hours straight, PLAINTIFF
9 complained to DEFENDANTS about his pay not reflecting his actual hours worked. DEFENDANTS
10 did not address the complaint of PLAINTIFF.

11 28. Throughout his employment, PLAINTIFF continuously complained about his pay not
12 reflecting his actual hours worked including overtime and double time hours.

13 29. PLAINTIFF also complained about the promises of promotion and increase in pay
14 DEFENDANTS made but never realized.

15 30. Multiple times, PLAINTIFF complained about the lack of breaks and the straight hours
16 he was scheduled to work without any breaks.

17 31. In or around April 2020, PLAINTIFF had a panic attack and had to be hospitalized.
18 PLAINTIFF was off work for two weeks. PLAINTIFF was diagnosed with a stress disorder.
19 DEFENDANTS demoted PLAINTIFF for missing two weeks of work.

20 32. In or around August 2020, after learning that his pay was not going to be adjusted after
21 working a 25 hour shift, PLAINTIFF no longer able to put up with the unlawful practices of
22 DEFENDANTS, decided to quit.

23 33. On November 2, 2020, PLAINTIFF submitted a letter to the Labor and Workforce
24 Development Agency ("LWDA"), informing it of PLAINTIFF'S intent to pursue a Private Attorneys
25 General Act ("PAGA") claim against DEFENDANTS. A copy of this letter is appended hereto, marked
26 "Exhibit A," and is incorporated by this reference as though fully set forth.
27
28

1 **IV. CLAIMS FOR RELIEF**

2 **FIRST CAUSE OF ACTION**

3 By PLAINTIFF against DEFENDANTS

4 *(Failure to Pay All Wages)*

5 34. PLAINTIFF re-alleges and incorporates by reference the allegations of paragraphs
6 above.

7
8 35. Pursuant to the IWC 4 and Cal. Labor Code §§ 201, 202, 204, 500, 512 and 1194,
9 DEFENDANTS were required to compensate PLAINTIFF for all hours worked.

10 36. PLAINTIFF requests an award in the amount of unpaid wages owed to him by
11 DEFENDANTS for the four years preceding the filing of his complaint, plus interest.

12 37. PLAINTIFF requests an award of reasonable attorneys' fees and costs pursuant to Cal.
13 Labor Code §§ 218.5 and 1194(a).

14 **SECOND CAUSE OF ACTION**

15 By PLAINTIFF against DEFENDANTS

16 *(Failure to Pay Overtime Compensation)*

17 38. PLAINTIFF realleges and incorporates by reference the allegations of the above
18 paragraphs.

19 39. Pursuant to IWC 4 and Labor Code § 510, and 1194, PLAINTIFF is owed premium
20 compensation for all overtime hours worked.

21 40. DEFENDANTS failed to pay PLAINTIFF overtime compensation when he worked more
22 than eight (8) a day or forty (40) hours per week.

23 41. DEFENDANTS failed to pay PLAINTIFF double time compensation when he worked
24 more than twelve (12) hours per day.

25 42. PLAINTIFF who has retained the services of legal counsel in order to enforce his
26 rights of overtime compensation, requests and award of attorney's fees, costs and interest pursuant to
27 Labor Code § 1194 (a) and 218.5.
28

1 43. PLAINTIFF requests relief as described below.

2 **THIRD CAUSE OF ACTION**

3 By PLAINTIFF against DEFENDANTS

4 *(Failure to Permit and Provide Meal Periods)*

5 44. PLAINTIFF realleges and incorporates by reference the allegations of the above
6 paragraphs.

7 45. Pursuant to Labor Code §226.7, 512, and IWC 4, DEFENDANTS are
8 required to authorize and permit PLAINTIFF, the opportunity to take proper meal periods based upon
9 total hours worked, at a rate of thirty (30) minutes net rest time per five (5) hours worked or major
10 fraction thereof, lasting at least thirty (30) minutes.

11 46. DEFENDANTS failed and refused to authorize and permit PLAINTIFF to take thirty
12 (30) minute meal periods for every five (5) hours worked, or major fraction thereof, in violation of
13 Labor Code §§ 226.7(a), 512, and IWC 4.

14 47. DEFENDANTS failed to provide PLAINTIFF with proper meal periods. The meal
15 periods of PLAINTIFF were not free from the control of DEFENDANTS due to its policy of requiring
16 PLAINTIFF to have his communication device on throughout his shift including during his meal period.

17 48. DEFENDANTS have violated Labor Code §§ 226.7, 512, and IWC 4 by failing to pay
18 PLAINTIFF one (1) hour of pay at his regular rate of pay for each work day proper meal periods were
19 required but not provided.

20 **FOURTH CAUSE OF ACTION**

21 By PLAINTIFF against DEFENDANTS

22 *(Failure to Permit and Provide Rest Breaks)*

23 49. PLAINTIFF realleges and incorporates by reference the allegations of the above
24 paragraphs.

25 50. Pursuant to Labor Code § 226.7(a) and IWC 4, DEFENDANTS are
26
27
28

1 required to authorize and permit PLAINTIFF, the opportunity to take proper rest periods based upon the
2 total hours worked, at a rate of ten (10) minutes net per four (4) hours or major fraction thereof, lasting
3 at least ten (10) minutes.

4 51. DEFENDANTS failed and refused to authorize and permit PLAINTIFF, ten (10) minute
5 rest periods for every four (4) hours worked, or major fraction thereof, in violation of Labor Code §
6 226.7(a) and IWC 4.

7 52. DEFENDANTS failed to provide PLAINTIFF with proper rest periods. The rest periods
8 of PLAINTIFF were not free from the control of DEFENDANTS due to its policy of requiring
9 PLAINTIFF to have his communication device on throughout his shift including during his rest period.

10 53. DEFENDANTS have violated Labor Code § 226.7 and IWC 4 by
11 failing to pay PLAINTIFF one (1) hour of pay at PLAINTIFF'S regular rate of pay for each workday
12 rest breaks were required but neither authorized nor provided properly.

13 54. PLAINTIFF requests relief as described below.

14 **FIFTH CAUSE OF ACTION**

15 By PLAINTIFF against DEFENDANTS

16 *(Failure to Provide Accurate/Itemized Wage Statements)*

17 55. PLAINTIFF realleges and incorporates by reference the allegations of the above
18 paragraphs.

19 56. DEFENDANTS failed to provide PLAINTIFF an accurate itemized statement in writing
20 showing all gross wages earned, all proper rates of pay, and the premium compensation for any denied
21 meal and rest breaks at the applicable hourly rates of PLAINTIFF.

22 57. DEFENDANTS knowingly and intentionally failed to comply with Labor Code §226(a),
23 226.2 and IWC 4, causing damages to PLAINTIFF. These damages, including but not limited to costs
24 expended calculating his true hours worked and the amount of employment taxes which were not
25 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, PLAINTIFF elects
26 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
27 occurred, and one hundred dollars (\$100.00) for each violation in subsequent pay periods pursuant to
28

1 Labor Code §226(e), up to the statutory maximum amount of four thousand dollars (\$4,000.00), plus
2 reasonable attorneys' fees and costs.

3 **SIXTH CAUSE OF ACTION**

4 By PLAINTIFF against DEFENDANTS
5 *(Failure to Reimburse Business Related Expenses)*

6 58. PLAINTIFF realleges and incorporates by reference the allegations of the above
7 paragraphs.
8

9 59. DEFENDANTS failed to reimburse PLAINTIFF for all necessary expenditures or losses
10 incurred by PLAINTIFF in direct consequence of the discharge of his duties in violation of Cal. Labor
11 Code § 2802(a).
12

13 60. PLAINTIFFS request indemnification by DEFENDANTS of all necessary expenditures
14 or losses incurred by PLAINTIFFS in direct consequence of the discharge of their duties, including an
15 award of reasonable attorneys' fees and costs, pursuant to Cal. Labor Code §2802(c).
16

17 **SEVENTH CAUSE OF ACTION**

18 By PLAINTIFF against DEFENDANTS
19 *(Labor code §§ 201-203 - Waiting Time Penalties)*

20 61. PLAINTIFF realleges and incorporates by reference the allegations of the above
21 paragraphs.
22

23 62. California Labor Code §§ 201-202 requires an employer to pay all compensation due to
24 employees at the end of their employment.

25 63. Labor Code § 203 provides that if an employer willfully fails to pay compensation as
26 required by § 201 or § 202, then the employer is liable for waiting time penalties in the form of
27 continued compensation of up to 30 work days.
28

64. DEFENDANTS willfully failed and refused to timely pay compensation and wages,

1 including unpaid wages, overtime compensation, and double time compensation to PLAINTIFF at the
2 end of his employment.

3 65. As a result, DEFENDANTS are liable to PLAINTIFF for waiting time penalties,
4 together with interest thereon, under Labor Code § 203.
5

6 66. PLAINTIFF requests relief as described below.
7

8 **EIGHTH CAUSE OF ACTION**

9 By PLAINTIFF against DEFENDANTS
10 *(Wrongful Constructive Termination in Violation of Public Policy)*

11 67. PLAINTIFF realleges and incorporates by reference the allegations of paragraphs above.

12 68. It is the public policy of the State of California to protect and safeguard the right and
13 opportunity of all persons to be compensated for all hours worked, overtime pay, to be provided with
14 proper meal and rest break, and reimbursed for business related expenses as outlined in IWC 4, Cal.
15 Labor Code §§ 201, 202, 204, 226.7, 500, 510, 512, 2802(c), and 1194.
16

17 69. DEFENDANTS subjected PLAINTIFF to working conditions that violated public policy
18 in that PLAINTIFF was not paid for all his hours worked including overtime and double time hours, was
19 not provided with proper meal and rest breaks, and was not reimbursed for business related expenses.

20 70. Despite, numerous complaints by PLAINTIFF, DEFENDANTS continued their wage
21 theft practices, scheduled PLAINTIFF long work hours without proper meal and rest breaks and refused
22 to reimburse the business expenses of PLAINTIFF.
23

24 71. DEFENDANTS intentionally created or knowingly permitted these working conditions
25 harming PLAINTIFF.

26 72. That these working conditions were so intolerable that a reasonable person in
27 PLAINTIFF's position would have had no reasonable alternative except to resign;
28

73. PLAINTIFF did not return to work for DEFENDANTS and was constructively discharged because of these working conditions.

74. DEFENDANTS's working conditions were a substantial factor in causing PLAINTIFF's harm.

75. As a proximate result of DEFENDANTS' actions against PLAINTIFF, PLAINTIFF has been harmed in that PLAINTIFF has suffered the loss of wages and benefits; has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress, and discomfort; and has suffered the loss of additional amounts of money PLAINTIFF would have received if he had not suffered discriminatory discharge and discrimination in the terms of her employment by DEFENDANTS. As a result of such discrimination and harm, PLAINTIFF has suffered damages according to proof at trial.

76. PLAINTIFF requests relief as described below.

NINTH CAUSE OF ACTION

By PLAINTIFF, Individually and on Behalf of Current and Former Employees of DEFENDANTS
against DEFENDANTS

(Private Attorney General Act)

77. PLAINTIFF realleges and incorporates by reference the allegations of the above paragraphs.

78. DEFENDANTS are subject to suit under the California Private Attorneys General Act, *Cal. Labor Code § 2698, et seq.*

79. Pursuant to Labor Code §2699, the foregoing violations of statutes and regulations permit PLAINTIFF to recover a civil penalty through this action. Labor Code §2699 provides in relevant part that:

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and

1 Workforce Development Agency or any of its departments, divisions, commissions,
2 boards, agencies, or employees, for a violation of this code, may, as an alternative,
3 be recovered through a civil action brought by an aggrieved employee on behalf of
4 himself or herself and other current or former employees pursuant to the procedures
5 specified in Section 2699.3.

6 (e) For all provisions of this code except those for which a civil penalty is
7 specifically provided, there is established a civil penalty for a violation of these
8 provisions, as follows: (2) If, at the time of the alleged violation, the person
9 employs one or more employees, the civil penalty is one hundred dollars (\$100) for
10 each aggrieved employee per pay period for the initial violation and two hundred
11 dollars (\$200) for each aggrieved employee per pay period for each subsequent
12 violation.
13

14 80. PLAINTIFF was employed by DEFENDANTS when one or more of the alleged
15 violations were committed.

16 81. DEFENDANTS' violations of California wage and hour laws enable PLAINTIFF to
17 recover civil penalties as an aggrieved employee on behalf of himself and other current and former
18 employees of DEFENDANTS.

19 82. PLAINTIFF has complied with the procedural requirements specified in Labor Code
20 §2699.3. As a result, PLAINTIFF has exhausted all administrative procedures required of him under
21 Labor Code §§2698, 2699 and 2699.3, and is justified as a matter of right in bringing forward this cause
22 of action.

23 83. On November 2, 2020, PLAINTIFF submitted a letter to the Labor and Workforce
24 Development Agency ("LWDA"), informing it of PLAINTIFF'S intent to pursue a Private Attorneys
25 General Act ("PAGA") claim against DEFENDANTS. A copy of this letter is appended hereto, marked
26 "Exhibit A," and is incorporated by this reference as though fully set forth.
27
28

84. As a result of DEFENDANTS' violation of IWC 4 and Labor Code §§ 201-203, 204, 223, 226(a), 226.7, 500, 510, 512, 2802(c), 1194, 1197, PLAINTIFF seeks all civil penalties, reasonable attorneys' fees and costs available pursuant to the Labor Code and IWC 4.

85. PLAINTIFF is likely to have evidentiary support, after research and reasonable opportunity for further investigation and discovery, to further penalties and violations. PLAINTIFF will amend this Complaint, if appropriate and required, to seek all applicable penalties for violations which the LWDA has failed to investigate and/or failed to issue a citation.

86. Pursuant to Labor Code §2699(i), PLAINTIFF should be awarded twenty-five percent (25%) of all penalties due under California law, including reasonable attorneys' fees and costs. The LWDA should be awarded seventy-five percent (75%) of the penalties due and awarded.

TENTH CAUSE OF ACTION

By PLAINTIFF against DEFENDANTS

(Unfair Competition in Violation of California Business and Professions Code §§ 17200 et. seq.)

87. PLAINTIFF realleges and incorporates by reference the allegations of the above paragraphs.

88. California Business and Professions Code (“Cal Bus & Prof Code”) §§ 17200 et. seq. prohibits acts of unfair competition, which shall mean and include any “unlawful and unfair business practices.”

89. The conduct of DEFENDANTS have been and continues to be unfair, unlawful, and deleterious to PLAINTIFF, and to the public. PLAINTIFF hereby seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. PLAINTIFF is an “individual” within the meaning of Cal Bus & Prof Code §17204, and therefore has standing to bring this suit for restitution.

90. The prompt and proper payment of wages is a fundamental public policy of the State of California.

1 91. It is also the public policy of the State to enforce minimum labor standards, to ensure that
2 employees are not required or permitted to work under substandard and unlawful conditions, and to
3 protect those employers who comply with the law from losing competitive advantage to other employers
4 who fail to comply with labor standards and requirements.

5 92. Through the conduct alleged herein, DEFENDANTS acted contrary to these public
6 policies and have thus engaged in unlawful and/or unfair business practices in violation of Cal Bus &
7 Prof Code §§17200 et. seq., depriving PLAINTIFF, and other employees working for DEFENDANTS
8 the rights, benefits, and privileges guaranteed to employees under California law.

9 93. DEFENDANTS regularly and routinely violated the following statutes and regulations
10 with respect to PLAINTIFF and other employees of DEFENDANTS:
11

- 12 • IWC 4, and Labor Code §§ 201, 203, and 204 (failure to pay all hours
- 13 • worked);
- 14 • IWC 4, and Labor Code §§ 510, 558, and 1194 (failure to pay overtime
- 15 • rate pay);
- 16 • IWC 4, and Labor Code §§ 226.7 (failure to provide rest breaks); and
- 17 • IWC 4, and Labor Code §§ 226.7, 512 (failure to provide meal periods).
- 18 • IWC 4, and Labor Code § 2802(c) (failure to reimburse business related expenses).

19 94. By engaging in these unfair and unlawful business practices, DEFENDANTS have
20 harmed PLAINTIFF, other employees working for DEFENDANTS, and the general public, for which
21 DEFENDANTS have gained an unfair competitive edge.

22 95. Under Cal Bus & Prof Code § 17203, PLAINTIFF is entitled to obtain restitution of these
23 funds on behalf of other employees working for DEFENDANTS who are similarly affected by
24 DEFENDANTS' unfair and/or unlawful business practices as set forth herein.

25 96. Pursuant to Cal Bus & Prof Code § 17202, PLAINTIFF is entitled to specific relief
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1 enforcing the penalty provisions of various Cal Lab Code sections in amounts to be proven at trial.
2 Failure to enforce the penalties due would result in the unlawful enrichment of DEFENDANTS and
3 would promote unfair competition.

4 97. PLAINTIFF'S success in this action will result in the enforcement of important rights
5 affecting the public and will confer a significant benefit upon the public. Private enforcement of the
6 rights enumerated in this Complaint is necessary, as public agencies have only sought limited
7 enforcement of those rights, if any. PLAINTIFF is incurring a financial burden in pursuing this action
8 on behalf of the public. PLAINTIFF further seeks to enjoin the above-referenced unlawful actions
9 under the Labor Code and Wage Order.
10

11 **V. PRAYERS FOR RELIEF**

12 WHEREFORE, PLAINTIFF respectfully prays that this Court enter judgment in his favor and
13 against DEFENDANTS, as follows:

- 14 1. Compensatory, consequential and statutory (including unpaid wages and wage loss)
15 according to proof;
- 16 2. Prejudgment interest pursuant to Labor Code §218.6 accrued on all due and unpaid wages
17 from the date that wages were due and payable, according to proof;
- 18 3. Compensation of additional one (1) hour at PLAINTIFF'S regular rate of pay for each
19 workday meal periods and rest breaks were not provided;
- 20 4. Attorneys' fees and costs made payable to Liberation Law Group, P.C.;
- 21 5. Waiting times penalties in an amount equal to the wages unlawfully unpaid and interest
22 thereon be paid;
- 23 6. Pursuant to Labor Code §2699(i), twenty-five percent (25%) of all penalties due under
24 California law, attorneys' fees and costs. The LWDA should be awarded seventy-five
25 percent (75%) of the penalties due and awarded;
26
27
28

7. Pursuant to Business & Professions Code § 17203, an award of restitution for the unjustly amounts earned or retained by DEFENDANTS by virtue of their engaging in unlawful conduct, according to proof; and
8. Such other and further relief as the Court deems just and proper.

LIBERATION LAW GROUP, P.C.

By:

Arlo Garcia Uriarte
Attorneys for PLAINTIFF

VI. JURY REQUEST

PLAINTIFF requests a trial by jury.

Dated: August 25, 2021

LIBERATION LAW GROUP, P.C.

By:

Arlo Garcia Uriarte
Attorneys for PLAINTIFF

Exhibit A

Liberation Law Group, P.C.
2760 Mission Street
San Francisco, CA 94110

Admiral Security Services, Inc.
Attn: Mohamed Ahmed
1267 Willis Street, Ste. 200
Redding, CA 96001

Attorneys:

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2760 Mission Street · San Francisco, CA 94110 · 415 695-1000

November 2, 2020

Notice Via Online Submission

California Labor and Workforce Development Agency

Via Certified U.S. Mail

Admiral Security Services, Inc.
Attn: Mohamed Ahmed
1267 Willis Street, Ste. 200
Redding, CA 96001

Re: Gustavo Sanchez, on behalf of himself and all similarly aggrieved Admiral Security Services, Inc. employees in California, as individuals and proposed Representatives of the State of California

Dear PAGA Administrator:

Gustavo Sanchez ("Plaintiff") submits this notice of Labor Code and Industrial Welfare Commission Wage Order violations committed by Admiral Security Services, Inc. ("Defendant"). Plaintiff seeks to represent himself and other similarly aggrieved employees of Defendant in a Private Attorneys General Act ("PAGA") action against Defendant. [Labor Code §§ 2698, *et seq.*] For purpose of this notice, "similarly aggrieved employees" includes all of Defendant's current and former non-exempt employees in California.

Factual Statement

In or around November 2017, Plaintiff was hired by Defendant as a nonexempt driver.

After about a month, Plaintiff was assigned to the Lost Prevention department as a security guard.

In or around August 2018, Plaintiff was promoted to Field Operations Commander, a nonexempt position.

In or around November 2019, Defendant promoted Plaintiff to Fleet and Asset Manager, an exempt position with a weekly salary of \$1,039.20. However, in or around March 2020, Plaintiff was demoted back to Field Operations Commander.

from meal breaks from the hours worked by Plaintiff and similarly aggrieved employees. As a result, Defendant failed to properly compensate Plaintiff and similarly aggrieved employees for hours worked and time spent under Defendant's control during the automatically deducted thirty (30) minute period.

Defendant has violated the following civil penalty provisions: Labor Code Sections 558, 1197.1, 2699(f) and Wage Order 4, Section 20. Please note that other civil penalty provisions may additionally apply.

Labor Code §§ 226.7, 512 and Wage Order 4 (Meal and Rest Periods and Premium Wages)

Defendants must authorize and permit employees "10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours." [*Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004,1029 (2012)].

Defendants are also required to provide employees a 30-minute, uninterrupted meal period "after no more than five hours of work," and "a second meal period after no more than 10 hours work." [*Id.* at 1049]. If rest or meal breaks are late, missed, or too short, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). [Labor Code § 226.7; Wage Order 4].

Here, Defendant failed to compensate Plaintiff and similarly aggrieved employees an hour of pay at Plaintiff and similarly aggrieved employees' regular rate of pay, for all days, Plaintiff and similarly aggrieved employees worked for Defendant and were not provided with proper meal periods.

Also, Defendant failed to compensate Plaintiff and similarly aggrieved employees an hour of pay at Plaintiff and similarly aggrieved employees' regular rate of pay, for all days, Plaintiff and similarly aggrieved employees worked for Defendant and were not provided with proper rest breaks.

A. Meal Breaks

Defendant had a policy and practice of requiring Plaintiff and similarly aggrieved employees to call in the start and end time of their meal period by calling Defendant's Operations Center or using the assigned timekeeping app. Defendant's Call Center was aware and informed when Plaintiff and similarly aggrieved employees missed or were not able to take a proper meal period. However, Plaintiff and similarly aggrieved employees were not paid meal break premium pay for all days Defendant failed to provide Plaintiff and similarly aggrieved employees with a proper meal period; despite, Defendant's Call Center was aware that Plaintiff and similarly aggrieved employees missed their meal period or was not able to take a proper meal period.

Additionally, Plaintiff and similarly aggrieved employees were required to have their communication devices on at all times including during their meal periods. The communication devices could be mobile phones provided by Defendant, personal cell

phones, radios, and similar devices. The purpose of these devices was so that Defendant could communicate to Plaintiff and similarly aggrieved employees at all times including during their meal periods. As a result, the meal period of Plaintiff and similarly aggrieved employees were "on call" as they were not relieved of all duties during their meal periods.

Defendant paid Plaintiff and similarly aggrieved employees some of their meal period premium pay. However, Defendant failed to pay all of Plaintiff and similarly aggrieved employees meal period premium pay for all days, they missed or were not provided with proper meal periods.

B. Rest Breaks

Plaintiff and similarly aggrieved employees worked for Defendant for more than four (4) hours per shift. However, due to their assigned duties, and/or working alone and nobody to cover them, Plaintiff and similarly aggrieved employees were not able to take compliant rest breaks.

Additionally, Plaintiff and similarly aggrieved employees were required to have their communication devices on at all times including during their rest breaks. The communication devices could be mobile phones provided by Defendant, personal cell phones, radios, and similar devices. The purpose of these devices was so that Defendant could communicate to Plaintiff and similarly aggrieved employees at all times including during their rest breaks. As a result, the rest breaks of Plaintiff and similarly aggrieved employees were "on call" as they were not relieved of all duties during their rest breaks.

Defendant did not have a policy and practice of compensating Plaintiff and similarly aggrieved employees with premium wages when proper rest breaks were not provided to them.

Defendant has violated the following civil penalty provisions: Labor Code Sections 558, 2699(f) and Wage Order 4, Section 20. Please note that other civil penalty provisions may additionally apply.

Labor Code § 2802 (Reimbursement of Business Expenditures)

Labor Code section 2802 requires employers to indemnify employees for necessary expenditures incurred by them in direct consequence of the discharge of their duties. Here, Defendant failed to reimburse Plaintiff and similarly aggrieved employees for work-related expenses.

Defendant had a policy and practice of not reimbursing Plaintiff and similarly aggrieved employees for uniform, tools and equipment that they purchased to perform their work duties.

Defendant has violated the following civil penalty provisions: Labor Code Section 2699(f). Please note that other civil penalty provisions may additionally apply.

Labor Code § 226 (Wage Statements)

California employers are required to provide itemized wage statements showing, among other things, “total hours worked by the employee” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” [Cal. Labor Code § 226(a)(2)(9)]. Here, Defendant failed to provide Plaintiff and similarly aggrieved employees with accurate itemized wage statements that noted all actual hours worked and accurate rates of pay. Additionally, Defendant failed to provide Plaintiff and similarly aggrieved employees with accurate itemize wage statements that noted premium wages due for rest break violations.

Defendant has violated the following civil penalty provisions: Labor Code Sections 226.3 and 2699(f). Please note that other civil penalty provisions may additionally apply.

Labor Code §§ 201-203 (Final Wages)

An employer must pay all wages due to involuntarily terminated employees at the time of termination, or within 72 hours to employees voluntarily terminating. [Cal. Labor Code § 201-202]. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days until paid. [Cal. Labor Code § 203]. As a result of its failure to pay all wages earned, Defendant failed to pay all final wages due to Plaintiff and other separated similarly aggrieved employees, and has violated Sections 201-203.

Defendant has violated the following civil penalty provisions: Labor Code Section 2699(f). Please note that other civil penalty provisions may additionally apply.

Labor Code § 1174 and Wage Order 4 (Payroll Records)

Labor Code section 1174 requires employers to keep “payroll records showing the hours worked daily by and the wages paid to the employee.” An employer may be liable under Section 1174 if it fails to record when employees report to work, the start and end time of their shifts, and the total hours worked or meal periods. [See *Carrillo v. Schneider Logistics, L.P.*, 823 F. Supp.2d 1040, 1044 (2011)]. Wage Order 8, Section 7, requires employers to keep accurate information regarding employee shift beginning and end times, meal periods, total daily hours worked, total hours worked during the pay period and applicable rates of pay, and total wages paid each pay period, among other items. Because Defendant’s policies forced Plaintiff and similarly aggrieved employees to work off-the-clock, Defendant did not keep the required records showing hours worked. Defendant failed to keep proper timekeeping records and failed to provide Plaintiff and similarly aggrieved employees with accurate accounting of actual hours worked, with corresponding wage rates.

Defendant has violated the following civil penalty provisions: Labor Code Sections 1174.5, 2699(f) and Wage Order 4, Section 20. Please note that other civil penalty provisions may additionally apply.

Very truly yours,
LIBERATION LAW GROUP, P.C.

A handwritten signature in dark ink, appearing to read 'Arlo Uriarte', with a long horizontal flourish extending to the right.

Arlo Uriarte, Esq.