

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: David Sotelo

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

LETICIA CARRILLO,

Plaintiff,

vs.

COMMUNITY ENFORCEMENT
PATROL PRIVATE SECURITY
SERVICES CORP.; COMMUNITY
ENFORCEMENT PATROL PRIVATE
SECURITY, INC.; ASTRID M. OROZCO
GONZALEZ; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **21STCV10294**

) **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**

1 **COMES NOW** Plaintiff, LETICIA CARRILLO (hereinafter “Plaintiff”), and alleges
2 as follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
5 County of Los Angeles in this judicial district because Defendants COMMUNITY
6 ENFORCEMENT PATROL PRIVATE SECURITY SERVICES CORP.; COMMUNITY
7 ENFORCEMENT PATROL PRIVATE SECURITY, INC.; ASTRID M OROZCO
8 GONZALEZ and DOES 1 to 25, inclusive, (hereinafter collectively known as “COMMUNITY
9 ENFORCEMENT” or “Defendant(s)”), do business in the County of Los Angeles and because
10 Defendants’ obligations and liabilities arise therein, and because the work that was performed
11 by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s
12 damages sought herein exceed \$25,000.

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

16 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
17 COMMUNITY ENFORCEMENT PATROL PRIVATE SECURITY SERVICES CORP. is
18 and was a California corporation, doing business in Los Angeles County, California, and which
19 employed Plaintiff as a security guard.

20 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
21 COMMUNITY ENFORCEMENT PATROL PRIVATE SECURITY, INC. is and was a
22 California corporation, doing business in Los Angeles County, California, and which
23 employed Plaintiff as a security guard. Both COMMUNITY ENFORCEMENT PATROL
24 PRIVATE SECURITY SERVICES CORP. and COMMUNITY ENFORCEMENT PATROL
25 PRIVATE SECURITY, INC. are joint employers in that they each controlled the hours, wages,
26 and working conditions of Plaintiff. They are also an “integrated enterprise”. The integrated
27 enterprise test sets forth four factors for assessing whether entities are considered a single
28 entity for purposes of liability: (1) interrelation of operations; (2) common management; (3)

1 centralized control of labor relations; and (4) common ownership or financial control. Even
2 though one does not have to show proof of all factors to prevail on an integrated enterprise
3 claim, here all four factors are unequivocally met as all companies have the same ownership
4 and management, including GONZALEZ, who is listed as the officer/managing agent for both
5 companies. Furthermore, there is centralized control of labor relations and there is interrelation
6 of operations.

7 5. Plaintiff is informed and believes that at all times herein mentioned, Defendant
8 ASTRID M. OROZCO GONZALEZ (“GONZALEZ”) is a female resident of the County of
9 Los Angeles, State of California and the owner, managing agent of COMMUNITY
10 ENFORCEMENT PATROL PRIVATE SECURITY SERVICES CORP. and COMMUNITY
11 ENFORCEMENT PATROL PRIVATE SECURITY, INC. GONZALEZ is being included in
12 this lawsuit pursuant to Labor Code Section 558.1 as she controlled the hours, wages, and
13 working conditions of Plaintiff and other hourly, non-exempt employees.

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

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

8. Plaintiff worked for COMMUNITY ENFORCEMENT as a security guard for a short period of time in November 2020, with her last day of work being November 28, 2020. Plaintiff was classified as a non-exempt, hourly employee and her hourly rate was \$14/hour. It is Plaintiff's position that COMMUNITY ENFORCEMENT has committed numerous labor code violations against Plaintiff and other similarly situated aggrieved employees.

9. COMMUNITY ENFORCEMENT 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, working through meal periods. Moreover, the company did not have a digital timekeeping policy and kept track of hours by hand. As such, COMMUNITY ENFORCEMENT had a rounding policy wherein employees' hours would be rounded down to whole numbers, which would translate into Plaintiff and others not being paid for all hours worked and not receiving statutory minimum wages for all hours worked. In fact, Plaintiff never received a paycheck or payment for any of the hours she actually worked. Furthermore, there was a specific incident wherein Plaintiff's shift ended at 7am, however, she had to wait for another security guard until 830am. Plaintiff was specifically instructed by "Astrid" to write down 7am as her end time on her timesheets even though Plaintiff stayed and worked until 8:30am. It was company policy to not pay employees such as Plaintiff and others for all hours worked.

10. Based on the above "off the clock" work and inaccurate time keeping system, COMMUNITY ENFORCEMENT violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. It was not company policy for COMMUNITY ENFORCEMENT to pay overtime and management/ownership unequivocally knew that overtime was supposed to be paid but made an intentional and conscious decision to not pay employees overtime. Not only did Plaintiff and

1 other similarly situated aggrieved employees not receive time-and-a-half when they worked over
2 8 hours, but they did not receive double time when they worked over 12 hours.

3 11. COMMUNITY ENFORCEMENT also violated Labor Code § 226.7 and the appropriate
4 Industrial Welfare Commission Wage Order because it failed to provide Plaintiff and other
5 similarly situated aggrieved employees with 10-minute rest periods for every four hours of work,
6 or majority portion thereof, throughout their employment. COMMUNITY ENFORCEMENT
7 did not completely relieve Plaintiff and others of all duty during said rest periods.

8 COMMUNITY ENFORCEMENT did not pay to Plaintiff and others one additional hour of pay
9 at Plaintiff's regular rate of compensation for each workday that one or more statutory rest
10 periods was not provided. It was not part of the company policy for employees such as Plaintiff
11 and others to take rest breaks. The concept of rest breaks was never discussed with employees
12 nor was it ever implemented as it was not company policy. As such, the culture at COMMUNITY
13 ENFORCEMENT did not lend itself to the employees receiving statutory rest breaks wherein
14 they were relieved of all work duties. The environment at COMMUNITY ENFORCEMENT
15 was not conducive to receiving statutory rest breaks under California law and timely, statutory
16 rest breaks were not authorized or enforced.

17 12. COMMUNITY ENFORCEMENT violated Labor Code §§ 512 and 226.7 along with the
18 appropriate Industrial Welfare Commission Wage Order because it failed to provide hourly, non-
19 exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal
20 periods for every five (5) hours of work throughout their employment. COMMUNITY
21 ENFORCEMENT did not completely relieve Plaintiff and other employees of all duty during
22 said meal periods. COMMUNITY ENFORCEMENT did not pay to Plaintiff and its hourly,
23 non-exempt employees one additional hour of pay at their regular rate of compensation for each
24 workday that one or more statutory meal periods was not provided. The hourly, non-exempt
25 employees would often not be able to receive their meal periods before the 5th hour worked due
26 to understaffing and having no one relieve them. Plaintiff is not aware of signing any "On Duty
27 Meal Period Agreement" and even if she did, it would not be valid and enforceable since the
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1 nature of her job did not prevent her from relieved of all duty and taking an uninterrupted meal
2 period. Additionally, if employees did have a chance to take a meal break, they were required
3 to stay in the office and could not leave the office or the premises. The latter is tantamount to not
4 receiving a statutory meal period. Like the rest breaks, receiving a thirty-minute uninterrupted
5 and timely meal break was not part of the company culture and was not enforced by
6 COMMUNITY ENFORCEMENT. In addition, Plaintiff was instructed by “Astrid” to write
7 down that Plaintiff took a meal break even if Plaintiff did not actually take the meal break.
8 Consequently, it was the normal practice and custom of COMMUNITY ENFORCEMENT not
9 to authorize, permit, and enforce timely statutory meal periods wherein employees were free to
10 leave the premises. It is important to note that Plaintiff and other similarly situated aggrieved
11 employees were not able to take meal and rest breaks because they were alone on their security
12 shifts and had no one to relieve them of their duties to enable them to take breaks.

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

17 14. COMMUNITY ENFORCEMENT was also in violation of California Labor Code
18 section 226(a), by failing to include pertinent information on the wage statements, including but
19 not limited to, the full and correct name of the legal employer along with the employer’s correct
20 legal address, all hours worked (including “off the clock” hours and overtime), all applicable
21 hourly rates in effect, the correct identifying information for each employee, gross wages earned,
22 net wages earned, premium pay for the missed meal and rest breaks, the correct start and end of
23 the pay period, all deductions, and business expense reimbursement, among others. In fact,
24 Plaintiff was never provided a paystub during her employment tenure. As such, COMMUNITY
25 ENFORCEMENT did not provide Plaintiff and other similarly situated aggrieved employees
26 with complete, accurate itemized wage statements.

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

7 16. During the relevant time period, COMMUNITY ENFORCEMENT also failed to keep
8 accurate and complete payroll records showing the actual hours worked per day and the wages
9 paid to Plaintiff and other aggrieved employees pursuant to California Labor Code sections
10 1174(d).

11 17. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred
12 necessary, business-related expenses and costs that were not reimbursed by COMMUNITY
13 ENFORCEMENT. These costs include, but are not limited to, portions of their uniform,
14 including steel toe boots/black shoes, and tools in order to effectuate their job duties as security
15 guards, including but not limited to, a flashlight. Accordingly, COMMUNITY
16 ENFORCEMENT was in violation of California Labor Code sections 2800 and 2802.

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

20 **FIRST CAUSE OF ACTION**

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

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

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

25 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 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 she has obtained all of her 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. During her employment, Plaintiff was regularly required as a matter of uniform
10 policy and practice to work, and in fact worked, as employee of DEFENDANTS and
11 Plaintiff was paid less than the minimum wage rate by DEFENDANTS for hours worked
12 in violation of California Labor Code Section 1197 and the applicable California
13 Industrial Wage Commission wage order(s).

14 30. Plaintiff was, at all relevant times, under the control of DEFENDANTS and suffered
15 or permitted to work by Defendants.

16 31. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in
17 good faith nor were there reasonable grounds for DEFENDANTS to believe that their acts or
18 omissions were not contrary to California law.

19 32. For all hours worked by Plaintiff for which he was paid less than minimum wage,
20 Plaintiff is entitled to not less than the applicable California minimum wage rate and, pursuant
21 to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid minimum
22 wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also entitled to
23 attorney's fees, costs and interests according to proof.

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

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME**

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

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

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

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

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

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

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

21 39. Plaintiff was entitled to the above overtime premiums.

22 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
23 Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past
24 eight (8) in a day.

25 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
26 Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past
27 forty (40) in a week.
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1 42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's
2 regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12)
3 in a day.

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

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

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

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

15 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

16 **FIFTH CAUSE OF ACTION**

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

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

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

20 53. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.

22 54. California Labor Code Section 204 establishes the fundamental right of all employees
23 in the State of California to be paid wages in a timely fashion for their work.

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

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

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

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

11 **SIXTH CAUSE OF ACTION**

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

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

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

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

18 61. Pursuant to California Labor Code Section 202, when an employee resigns, the
19 employer must pay all compensation due and owing within 72 hours of resignation, or on the
20 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

21 62. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
22 without abatement or reduction, any wages of an employee whose employment ends, the wages
23 of the employee shall continue as a penalty from the due date at the same rate until paid or until
24 an action is commenced; however, the wages shall not continue for more than 30 days for
25 failure to pay an employee owed wages.
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1 63. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
2 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

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

7 65. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
8 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
9 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

10 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
12 trial.
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14 **SEVENTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTION 558**

16 **(California Labor Code Section 558)**

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

18 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

20 68. California Labor Code Section 558 states that any person acting on behalf of an
21 employer who violates, or causes to be violated, a section of this chapter or any provision
22 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
23 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to an amount
25 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
26 hundred dollars (\$100) for each underpaid employee for each pay period for which the
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1 employee was underpaid in addition to an amount sufficient to recover underpaid wages.

2 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
3 filed.

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

6 a. California Labor Code Section 558. Defendants failed to pay Plaintiff the minimum
7 wage for all hours worked, failed to pay Plaintiff for all hours worked, and failed to
8 pay Plaintiff the correct amount of overtime. As such, Defendants violated Section
9 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00
10 for the first pay period and \$100.00 for each subsequent violation for each pay
11 period for which Plaintiff was underpaid in addition to an amount sufficient to
12 recover underpaid wages.

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14 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
15 relief associated with Plaintiff's prosecution of this cause of action under California
16 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
17 paying Plaintiff the minimum wage for all hours worked, not paying Plaintiff the
18 correct amount of overtime compensation, and not paying Plaintiff for all hours
19 worked.

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21 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
22 fees for relief associated with Plaintiff's prosecution of this cause of action under
23 California Labor Code Sections 200, et seq.

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

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

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO MAINTAIN ACCURATE RECORDS**

4 **(California Labor Code Section 1174(d))**

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

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

8 73. Labor Code section 1174(d) requires that employers, including Defendants, maintain
9 accurate records showing the hours worked daily by its employees and to whom wages were
10 paid.
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12 74. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
13 employer, including Defendants, to keep accurate information with respect to each one of their
14 employees including, but not limited to, the total wages paid each payroll period, and time
15 records showing when the employee begins and ends each work period, meal periods, split
16 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
17 the applicable rates of pay.

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

22 76. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
23 continues to suffer substantial losses related to Defendants' failure to record and maintain
24 accurate time records.

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

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1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at employee's regular rate of compensation for each work day that the rest
3 period is not provided.

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

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

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

14 83. 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 **TENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE MEAL BREAKS**

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

20 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.
22

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

- 24 a. California Labor Code section 512(a), which requires that employees be given a 30-
25 minute uninterrupted meal break after five (5) hours of work, and a second
26 uninterrupted meal break after ten (10) hours of work;
27
28 b. California Labor Code section 226.7, which states that (a) no employer shall require

1 any employee to work during any meal period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if any employer fails to provide an
3 employee a meal 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 the employee's regular rate of compensation for each workday that the
6 meal period is not provided;

7
8 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
9 under Title 8 of the California Code of Regulations Section 11040, which states that
10 if an employer fails to provide an employee a meal period in accordance with the
11 applicable provisions of the Wage Order, the employer shall pay the employee one
12 (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the meal period is not provided;

14
15 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
16 codified under Title 8 of the California Code of Regulations Section 11040, which
17 requires an employer to maintain records documenting its employees' meal periods;

18
19 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
20 codified under California Code of Regulations Section 11040 , which penalizes the
21 employer \$50.00 for each initial violation, per employee, of any provision of the
22 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

23
24 f. California Labor Code section 1171 and 1173, which have given the California
25 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
26 as enforceable law.

27
28 86. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks

1 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
2 to take a second relieved meal break after ten (10) hours of work, as required by California
3 law. California Labor Code section 512(a) and California Industrial Welfare Commission
4 Order No. 4, as codified under California Code of Regulations Sections 11040 et. seq. requires
5 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
6 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
7 work duty. California Labor Code section 226.7 provides that employers may not require their
8 employees to work through their meal periods. California Labor Code section 226.7 and
9 California Code of Regulations section 11040 requires that if the employer fails to provide the
10 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
11 of pay for each work day that the meal period is not given.
12

13 87. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
17

18 88. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.
20

21 89. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.
24

25 **ELEVENTH CAUSE OF ACTION**

26 **PRIVATE ATTORNEYS GENERAL ACT**

27 **Individual and Representative Claim for PAGA penalties under California Labor Code**
28 **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

1 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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

25 97. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants' violations of the
28

1 Labor Code.

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

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

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

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

18 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
19 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via
20 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated based
21 on the facts alleged in this Complaint.

22 102. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,
23 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
24 employees as alleged herein in an amount to be shown according to proof at trial and within the
25 jurisdictional limits of this Court.

26 //

27 //

1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

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

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

9 105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
10 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
11 of completing her job duties, which were not reimbursed by Defendant. These expenses
12 include, but are not limited to, portions of their uniform, including steel toe boots/black shoes,
13 and tools in order to effectuate their job duties as security guards, including but not limited to, a
14 flashlight

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

17 **THIRTEENTH CAUSE OF ACTION**

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

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

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

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

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

26 109. Defendants’ violations of California labor laws constitutes a business practice because
27 it was done repeatedly over a significant period of time in a systematic manner that was
28

1 detrimental to Plaintiff and other aggrieved employees.

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

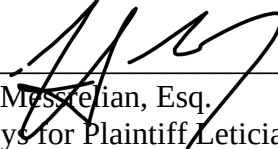
6 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
7 follows:

- 8 1. For damages to Plaintiff in an amount subject to proof at trial;
- 9 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
10 at trial;
- 11 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
12 subject to proof at trial;
- 13 4. For restitution and disgorgement for all unfair business practices by Defendants against
14 Plaintiff in an amount subject to proof at trial;
- 15 5. For an order enjoining Defendants from further unfair and unlawful business
16 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 17 6. For special and consequential damages to the extent allowed by law;
- 18 7. For maximum civil penalties available under the Labor Code and applicable Wage
19 Order against Defendants as described more particularly in the Complaint and
20 representative PAGA claims;
- 21 8. For all remedies available to Plaintiff under the applicable Wage Order and the
22 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
23 liquidated damages, damages, penalties, and waiting time penalties according to proof
24 to the extent permitted by law;
- 25 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 27
- 28

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

10
11 DATED: March 16, 2021

MESSRELIAN LAW INC.

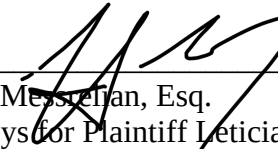
12
13 By: 
14 Harout Messrelian, Esq.
Attorneys for Plaintiff Leticia Carrillo

15 **DEMAND FOR JURY TRIAL**

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

17
18
19 DATED: March 16, 2021

MESSRELIAN LAW INC.

20
21 By: 
22 Harout Messrelian, Esq.
Attorneys for Plaintiff Leticia Carrillo