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 LUIS SANCHEZ on behalf of himself and others similarly
 11 situated and/or aggrieved.

12 [Additional Counsel on the page following the case
 caption]

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

16 LUIS SANCHEZ on behalf of himself and other
 17 aggrieved employees.

18 PLAINTIFF,

19 vs.

20
 21 BRINK'S, INCORPORATED, a Delaware
 corporation; DUNBAR ARMORED, INC., a
 22 Maryland corporation; and DOES 1 to 100,
 Inclusive.

23
 24 DEFENDANTS.

Case No.: 21STCV11887

**PLAINTIFFS LUIS SANCHEZ, ENRIQUE
 QUIAZON, MARITA QUIAZON, AND
 JOSE ANGEL CRUZ'S FIRST AMENDED
 COMPLAINT FOR:**

1. **CIVIL PENALTIES PURSUANT TO
 THE PRIVATE ATTORNEYS
 GENERAL ACT OF 2004 ("PAGA"),
 LABOR CODE SECTION 2698, et
 seq.**
2. **FAILURE TO PAY MINIMUM
 WAGE AND/OR OVERTIME FOR
 ALL HOURS WORKED IN
 VIOLATION OF LABOR CODE
 SECTIONS 510, 512, 1194, 1197,
 1198, AND THE WAGE ORDERS**
3. **FAILURE TO PROVIDE
 OVERTIME WAGES AT THE
 LEGALLY REQUIRED RATE IN
 VIOLATION OF LABOR CODE
 SECTIONS 510, 1194, AND WAGE**

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ORDERS

4. **FAILURE TO PROVIDE REPORTING TIME PAY IN VIOLATION OF LABOR CODE SECTIONS 1194, 1197, 1198, AND THE WAGE ORDERS**
5. **FAILURE TO PROVIDE ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 226.7, 512, 1198, AND THE WAGE ORDERS**
6. **FAILURE TO PROVIDE ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT REST BREAKS IN VIOLATION OF LABOR CODE SECTION 226.7, 1198, AND THE WAGE ORDERS**
7. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
8. **FAILURE TO TIMELY PAY UNPAID WAGES DUE AT TIME OF SEPARATION OF EMPLOYMENT AND/OR DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 203 AND 204**
9. **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES IN VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**
10. **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.**

DEMAND FOR JURY TRIAL

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and on behalf of other individuals similarly situated

1 **NOW COMES** Plaintiff LUIS SANCHEZ, ENRIQUE QUIAZON, MARITA QUIAZON,
2 and JOSE ANGEL CRUZ (“Plaintiffs”), who allege and complain against defendants BRINK’S,
3 INCORPORATED, DUNBAR ARMORED, INC. (who Plaintiffs understand is now known as
4 Brink’s Incorporated) and DOES 1 to 50, inclusive, (hereinafter, collectively referred to as
5 “Defendants” or “DEFENDANTS”), and DOES 51 to 100 as follows:

6 **I. INTRODUCTION**

7 1. This is a wage and hour class action lawsuit on behalf of Plaintiffs and other current
8 and former non-exempt employees of DEFENDANTS in California seeking within the applicable
9 statute of limitations periods (taking into account any tolling, if applicable): unpaid minimum wage,
10 liquidated damages, or overtime wages, if applicable when employees worked overtime; unpaid
11 overtime based on Defendant incorrectly calculating overtime pay; unpaid minimum wage based on
12 Defendant’s failure to pay reporting time pay; unpaid meal and rest period premiums; statutory
13 penalties for failure to provide accurate and complete wage statements; waiting time penalties in the
14 form of continuation wages for failure to timely pay former employees all earned and unpaid wages;
15 unpaid reimbursement; restitution of monies owed to employees held by Defendant; injunctive relief,
16 reasonable attorney’s fees pursuant to Labor Code sections 226(e), 1194, 2082, costs, and interest, if
17 applicable, brought on behalf of Plaintiffs and others similarly situated

18 2. This is also a Private Attorneys’ General Act of 2004, Lab. Code § 2698, et seq.
19 (“PAGA”) representative action brought by Plaintiffs on behalf of themselves and the State of
20 California seeking civil penalties associated with Defendant’s violations of the Labor Code against
21 Plaintiffs and other current and former aggrieved employees of DEFENDANTS in California based
22 on Defendant’s: failure to pay minimum wage, earned wages, or overtime for all hours worked; failure
23 to pay overtime at the legally required rate when bonuses were earned and overtime was worked;
24 failure to pay reporting time pay; failure to provide all legally required and legally compliant meal
25 and rest periods; failure to provide legally compliant itemized wage statements; failure to timely pay
26 wages during employment and following separation of employment; failure to keep accurate records;
27 failure to reimburse employees for losses and expenditures; and failure to maintain temperatures
28 providing reasonable comfort. Plaintiff seeks on a representative basis, following notice to the Labor

1 and Workforce Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor
2 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others
3 aggrieved.

4 **II. JURISDICTION AND VENUE**

5 3. This Court has jurisdiction over Plaintiffs and the aggrieved employee claims because
6 Plaintiffs' lawsuit seeks permanent injunction, damages, and restitution for themselves and the class
7 and civil penalties for themselves, the State of California, and aggrieved employees in excess of
8 \$25,000 and DEFENDANTS employed class members and aggrieved employees and injuries
9 occurred in locations throughout California including in Los Angeles County at 11447 Beach St.,
10 Cerritos, CA 90703.

11 **III. PARTIES**

12 4. Plaintiffs bring this action on behalf of themselves, other members of the general
13 public similarly situated, other aggrieved employees, and the State of California pursuant to the
14 PAGA. The named Plaintiffs, class members, and the aggrieved employees are current, former and/or
15 future employees of DEFENDANTS who worked, work, or will work for DEFENDANTS as non-
16 exempt hourly employees in California. At all times mentioned herein, the Plaintiff Luis Sanchez is
17 and was domiciled and a resident and citizen of California and was employed by DEFENDANTS in
18 a non-exempt position within the one year prior to the filing of the initial complaint and was
19 terminated on or about May 6, 2020.

20 5. Plaintiffs Enrique and Marita Quiazon are citizens of California, and worked for
21 Defendant within four years prior to the filing of this action, to the time the class is certified.

22 6. Plaintiff Jose Angel Cruz is a citizen of California and worked for Defendant within
23 four years prior to the filing of this action, to the time the class is certified.

24 7. Plaintiffs are informed and believe and thereon allege that Defendant BRINK'S,
25 INCORPORATED is a foreign entity incorporated in Delaware, is authorized to do business within
26 the State of California, and is doing business in the State of California and/or that Defendants DOES
27 51-100 are, and at all times relevant hereto were persons acting on behalf of BRINK'S,
28 INCORPORATED who violated or caused to be violated provisions of the Labor Code and/or the

1 Industrial Welfare Commission's wage orders regulating hours and days of work. Plaintiffs are
2 informed and believe and thereon allege that BRINK'S, INCORPORATED was Plaintiffs' employer
3 and suffered and permitted Plaintiffs and other class members and aggrieved employees to work and
4 exercised control over the wages, hours and working conditions of employment of Plaintiffs and other
5 class members and aggrieved employees.

6 8. Plaintiffs are informed and believe and thereon allege that Defendant DUNBAR
7 ARMORED, INC. is a foreign entity incorporated in Maryland, was authorized to do business within
8 the State of California, and was doing business in the State of California and/or that Defendants DOES
9 51-100 are, and at all times relevant hereto were persons acting on behalf of DUNBAR ARMORED,
10 INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
11 Commission's wage orders regulating hours and days of work. Plaintiff LUIS SANCHEZ is informed
12 and believes and thereon alleges that at a time during the four years prior to the filing of this lawsuit,
13 DUNBAR ARMORED, INC. was Plaintiff LUIS SANCHEZ's employer and the employer of other
14 similarly situated non-exempt employees and suffered and permitted Plaintiffs and similarly situated
15 non-exempt employees to work and exercised control over the wages, hours and working conditions
16 of employment of Plaintiffs and similarly situated non-exempt employees. Plaintiffs are informed and
17 believe that DUNBAR ARMORED, INC. is now known as BRINKS, INCORPORATED.

18 9. Plaintiffs are informed and believe and thereon allege that Defendants DOES 1
19 through 50 are corporations, or are other business entities or organizations of a nature unknown to
20 Plaintiffs that employed Plaintiffs, class members, and the aggrieved California non-exempt
21 employees, permitted Plaintiffs, class members, and aggrieved non-exempt employees to work, and
22 exercised control over the wages, hours and working conditions of employment of Plaintiffs, class
23 members, and aggrieved employees.

24 10. Plaintiffs are informed and believe and thereon allege that Defendants DOES 51
25 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued
26 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
27 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
28 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the

1 Industrial Welfare Commission's wage orders regulating hours and days of work.

2 11. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100. Plaintiffs
3 sues said defendants by said fictitious names and will amend this complaint when the true names and
4 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by
5 law or by the Court. Plaintiffs are informed and believes that each of the fictitiously named defendants
6 is in some manner responsible for the events and allegations set forth in this complaint.

7 12. Plaintiffs make the allegations in this complaint without any admission that, as to any
8 particular allegation, Plaintiffs bears the burden of pleading, proving, or persuading and Plaintiffs
9 reserve all of Plaintiffs' right to plead in the alternative.

10 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES IN RELATION TO THE CLASS**

11 13. **Failure to Pay Wages at a Minimum Wage Rate and/or Overtime Rate for all**
12 **hours worked:** Under California law, an employer is required to pay wages to all non-exempt
13 employees for all hours worked. The IWC Wage Orders define "hours worked" as "the time during
14 which an employee is subject to the control of an employer, and includes all the time the employee is
15 suffered or permitted to work, whether or not required to do so." Hours worked includes any time the
16 employer knew or should have known that the employee was under control of the employer.
17 (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.) Labor Code section 1194 states
18 "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the
19 legal minimum wage . . . compensation applicable to the employee is entitled to recover in a civil
20 action the unpaid balance of the full amount of this minimum wage . . . compensation, including
21 interest thereon, reasonable attorney's fees, and costs of suit." Labor Code section 1197 states "[t]he
22 minimum wage for employees fixed by the commission is the minimum wage to be paid to employees,
23 and the payment of a less wage than the minimum so fixed is unlawful." Labor Code 510 and the
24 Wage Orders require an employer to pay employees a higher rate of overtime pay when employees
25 work over 8 hours in a workday, over 40 hours in a workweek, or on a seventh consecutive day in a
26 workweek.

27 14. Plaintiffs and other non-exempt employees would work on work days in shifts in
28 excess of 8 hours in a day, at times in excess of 14 hours in a day, and in excess of 40 hours in a week,

1 or on a seventh consecutive day in a workweek and/or at times over 12 hours in a workday or over 8
2 hours on a seventh consecutive day in a workweek.

3 15. Despite that California law requires employers to pay all non-exempt employee wages,
4 at the applicable rate, for all "hours worked"; DEFENDANTS failed to pay wages for all hours
5 worked by Plaintiffs and other similarly situated employees. At times during the four years prior to
6 the filing of this Complaint, DEFENDANTS used policies and procedures which required employees
7 to perform duties and/or were under control of Defendant during times that they were not being paid
8 wages resulting in the failure to pay wages for time which employees were working or were under
9 control of DEFENDANTS and for DEFENDANTS' benefit. For example, Plaintiffs and other
10 employees opening a branch for DEFENDANTS would be required to engage in duties prior to
11 clocking in to record their compensable time. This included DEFENDANTS' requirements that the
12 opening employees verify that the outside of the branch is secure, unlocking doors, turning on lights,
13 verifying the interior of the branch is secure, and then turning off the alarm prior to clocking in for
14 the day. Because these duties occurred prior to clocking in, they were unpaid. At times during the
15 four years prior to the filing of this Complaint, Plaintiffs and similarly situated employees would also
16 be working over five hours in the work day and unable to take a meal period, but DEFENDANTS
17 would deduct the meal period time from the employees' records of compensable worked hours even
18 though the employees did not receive a meal break. As a result, Plaintiffs and other similarly situated
19 employees would not be paid for the time they were working but a 30-minute meal period was
20 deducted from their compensable work time. At times during the four years prior to the filing of this
21 Complaint, Plaintiffs and other employees would take calls from other employees as part of their
22 duties even though they were not on the clock, (e.g., employee calling Plaintiffs or other employees
23 that they could not make it in to work) and Plaintiffs and other employees were not paid for that time.
24 At times during the four years prior to the filing of this Complaint, Plaintiffs and other employees
25 would also be required as a part of their employment to submit to drug testing or other testing as a
26 requirement of employment but would not be paid for that time. In addition, Plaintiffs and other
27 employees would not be paid wages for time spent before each shift and during shifts going through
28 mandatory security checks; and time spent undergoing COVID-19 temperature screenings. In

1 addition, Plaintiffs and other employees would not be paid for wages when they were required to
2 come in on their last day of work but would be terminated and not paid any wages for that day.

3 16. These practices resulted in DEFENDANTS failing to pay wages to employees for all
4 hours worked at least at a minimum wage rate or overtime, to the extent the time qualified as overtime.

5 17. DEFENDANTS violated Labor Code sections 510, 1194 and 1197 by failing to
6 provide a legal minimum wage and/or overtime for all time Plaintiffs and other similarly situated
7 employees worked and/or were under control of DEFENDANTS. DEFENDANTS further violated
8 Labor Code sections 510 and 1194 to the extent the unpaid time occurred during periods the employee
9 had already worked eight hours in a day, forty hours in a week, and/or were working on a seventh
10 consecutive day in a workweek.

11 18. **Failure to pay overtime at the legal overtime rate by using the wrong formula**
12 **and/or failing to include all remuneration in calculating the regular rate of pay for purposes of**
13 **paying overtime:** DEFENDANTS employ non-exempt employees, including Plaintiffs and others
14 similarly-situated, with a compensation structure that includes additional remuneration, including
15 non-discretionary bonuses. At times during the four years prior to the filing of the Complaint,
16 Plaintiffs and similarly situated employees worked overtime hours under state law during pay periods
17 in which they earned non-discretionary bonuses.

18 19. Under California law, in determining the regular rate of pay for purposes of calculating
19 the proper overtime premium pay the employer must consider not only straight hourly wage
20 compensation but must also include the bonus compensation.

21 20. At times during four years prior to the filing of the initial Complaint to the present,
22 DEFENDANTS failed to properly calculate the regular rate of pay for overtime and did not
23 retroactively pay the unpaid wages due to this miscalculation. DEFENDANTS either used an
24 incorrect legal formula and/or failed to include all remuneration in calculating the regular rate of pay
25 due for overtime. For example, Plaintiff LUIS SANCHEZ earned \$265.65 for a Quality and Safety
26 Bonus in 2020 and also worked at least approximately 60 hours of overtime in 2020 consisting of
27 hours in excess of 8 hours in a workday or 40 in a workweek and .92 hours of doubletime consisting
28 of hours in excess of 12 hours in a day of which the overtime was earned during the same pay periods

1 the Quality and Safety Bonus was earned. However, DEFENDANTS failed to properly calculate the
2 regular rate of pay for overtime and did not retroactively pay the unpaid overtime wages due to this
3 miscalculation. This practice resulted in Plaintiffs and all other similarly situated employees working
4 hours in excess of 8 hours in a day and/or 40 hours in a week and DEFENDANTS paying them less
5 overtime wages than they had earned under California law.

6 21. At times, DEFENDANTS' employees would work overtime during a pay period they
7 earned bonuses and DEFENDANTS would not use the legally required formula to calculate the
8 overtime owed resulting in DEFENDANTS paying the employees less overtime than they were due
9 under the law.

10 22. **Failure to provide reporting time pay:** Labor Code sections 558, 1198, 1194, 1197
11 and the Wage Orders require that "[e]ach workday an employee is required to report for work and
12 does report, but is not put to work or is furnished less than half said employee's usual or scheduled
13 day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for
14 less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall
15 not be less than the minimum wage."

16 23. At times during four years prior to the filing of the initial Complaint to the present,
17 DEFENDANTS required Plaintiffs and other similarly situated employees to report for work and
18 were put to work for less than half of their usual or scheduled day's work, but DEFENDANTS did
19 not pay Plaintiffs or other similarly situated employees any reporting time pay. For example, on or
20 about May 6, 2020, Defendant Brink's, Incorporated required Plaintiff LUIS SANCHEZ to report to
21 work for his shift; however, Defendant Brink's, Incorporated terminated his employment, and did not
22 put him to work (i.e., less than half his usual or scheduled day's work) and did not pay him any wages
23 or reporting time wages in violation of Labor Code sections 1194, 1197, and 1198.

24 24. This practice resulted in Plaintiffs and all other similarly situated California non-
25 exempt employees not receiving reporting time pay when required to work less than their half their
26 usual schedule or scheduled day's work in compliance with California law.

27 25. **Failure to pay premium wages to non-exempt employees to compensate them for**
28 **workdays Defendants failed to provide legally compliant meal breaks:** California law requires an

1 employer to provide an employee an uninterrupted meal period of no less than 30-minutes before the
2 end of a 5 hour work period during which employees are relieved of all duties. (Lab. Code §§226.7,
3 512, 1198; Wage Orders, subd. 11.) An employer may not employ an employee for a work period of
4 more than 10 hours per day without providing the employee with a second meal period of not less
5 than 30 minutes before the end of the 10th hour of work. (*Id.*) If an employer fails to provide an
6 employee a meal period in accordance with the law, the employer must pay the employee one hour
7 of pay at the employee's regular rate of compensation for each work day that a legally required meal
8 period was not provided or was not duty free. (*Id.*)

9 26. At times during four years prior to the filing of the initial Complaint to the present,
10 Plaintiffs and similarly situated employees worked on workdays in shifts of more than five hours and
11 more than 10 hours, entitling them to first and second meal periods under California law. Despite that
12 California law requires employers to provide employees a meal period after five hours of work, and
13 with second meal periods when an employee's work shift is more than 10 hours, DEFENDANTS
14 failed to provide employees with all required and timely meal periods as required by California law.
15 At times during four years prior to the filing of the initial Complaint to the present, Plaintiffs did not
16 receive their meal periods until after the fifth or multiple of fifth hour of work resulting in untimely
17 meal periods. At times during four years prior to the filing of the initial Complaint to the present,
18 Plaintiffs and other similarly situated employees would be engaged in work duties and would not be
19 provided an opportunity to take a meal period before the fifth hour of work and instead would be
20 provided the meal at the time the employee was to end their shift resulting in the employee not
21 receiving a meal period or receiving an untimely meal period. At times during four years prior to the
22 filing of the initial Complaint to the present, Plaintiffs and other employees would not be provided a
23 meal period because they were engaged in work duties.

24 27. DEFENDANTS also failed to pay employees one hour of pay at their regular rate of
25 pay for each workday Plaintiffs and similarly situated employees did not receive a legally compliant
26 meal period, received an untimely meal period, did not receive a legally compliant second meal period
27 or timely second meal period. DEFENDANTS lacked a policy and procedure for compensating
28 employees with premium wages when they did not receive uninterrupted meal periods or second meal

1 periods.

2 28. This practice resulted in Plaintiffs and all other similarly situated employees not
3 receiving wages to compensate them for workdays which DEFENDANTS did not provide them with
4 legally compliant meal periods in compliance with California law.

5 29. **Failure to pay premium wages to non-exempt employees to compensate them for**
6 **workdays Defendants failed to provide legally compliant rest breaks:** California law states that
7 “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
8 practicable shall be in the middle of each work period. The authorized rest period time shall be based
9 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
10 fraction thereof. ... If an employer fails to provide an employee a rest period in accordance with the
11 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the
12 employee’s regular rate of compensation for each workday that the rest period is not provided.”
13 (Wage Orders, subd. 12; see Lab. Code § 226.7.) Under California law, “[e]mployees are entitled to
14 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
15 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”
16 (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Orders, subd. 12.)
17 Rest periods must be in the middle of each work period. (Wage Orders, subd. 12.) If an employer fails
18 to provide an employee a timely and legally compliant rest period, the employer must pay the
19 employee one hour of pay at the employee’s regular rate of compensation for each work day that a
20 legally required meal period was not provided or was not duty free. (*Id.*)

21 30. DEFENDANTS employed Plaintiffs and similarly situated employees in California in
22 DEFENDANTS’ operation as non-exempt, hourly employees. DEFENDANTS often employed non-
23 exempt employees, including the named Plaintiffs and all others similarly situated employees, for
24 shifts longer than 8 hours in length and at times longer than 10 hours in length.

25 31. At times during the four years prior to the Complaint, Plaintiffs and similarly situated
26 employees working over 3.5 hours or longer would not receive all legally required rest periods
27 because they were working and never received an opportunity to take a rest period. At times during
28 the four years prior to the Complaint, DEFENDANTS employed a policy and procedure which

1 required employees who were working out of armored trucks to take their rest period in or with the
2 armored truck and to be aware of their surroundings and ready to respond if needed. Thus, the
3 employees were not relieved of all duties during their rest period.

4 32. DEFENDANTS also failed to pay employees one hour of pay at their regular rate of
5 pay for each workday Plaintiffs and employees did not receive all timely and legally compliant rest
6 periods. DEFENDANTS lacked a policy and procedure for compensating employees with premium
7 wages when they did not receive legally compliant rest periods.

8 33. This practice resulted in Plaintiffs and all other similarly situated California non-
9 exempt employees not receiving wages to compensate them for workdays which DEFENDANTS did
10 not provide them with rest periods in compliance with California law.

11 34. **Itemized Wage Statement Violations:** California Labor Code section 226(a)
12 provides (inter alia) that, upon paying an employee his or her wages, the employer must “furnish each
13 of his or her employees ... an itemized statement in writing showing: (1) gross wages earned, (2) total
14 hours worked by the employee, except for any employee whose compensation is solely based on a
15 salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any
16 applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and
17 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided,
18 that all deductions made on written orders of the employee may be aggregated and shown as one item,
19 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
20 name of the employee and his or her social security number, (8) the name and address of the legal
21 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee.”

23 35. At times during the one year prior to the filing of the Complaint, BRINK’S,
24 INCORPORATED failed to provide accurate and complete wage statements to Plaintiff and other
25 non-exempt employees. At times during the one year prior to the filing of the Complaint, BRINK’S,
26 INCORPORATED provided itemized wage statements which did not state or did not accurately state
27 the employees’ total hours worked by the employee and all applicable hourly rates in effect during
28 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 In addition, during the one year prior to the filing of the Complaint, the wage statements did not
2 accurately state the correct overtime rate as stated above in more detail, and as a result of the
3 aforementioned (i.e., failure to pay the proper rate of overtime, failure to account for and properly
4 pay wages for all hours worked, failure to pay for reporting time pay, failure to pay for meal and rest
5 period wages) inaccurately stated: the gross wages earned, the total hours worked, the net wages
6 earned, and the applicable hourly rates in effect during the pay period and corresponding number of
7 hours worked at each hourly rate.

8 36. At times during the one year prior to the filing of the Complaint, BRINK'S,
9 INCORPORATED applied these policies and procedures to Plaintiff and other non-exempt
10 employees in California which resulted in BRINK'S, INCORPORATED failing to provide complete
11 and accurate wage statements to non-exempt employees in compliance with Labor Code section 226,
12 subdivision (a).

13 37. **Failure to Timely Pay Wages During Employment:** Labor Code section 204
14 requires that for wages earned between the 1st and 15th days of the month, the employer pay those
15 wages between the 16th and the 26th day of the month and that for wages earned between the 16th
16 and last day of the month, the employer pay those wages between the 1st and the 10th day of the
17 following month. If an employer pays employees biweekly, the wages must be paid no more than
18 seven calendar days following the close of the payroll period. At times during the one year prior to
19 the filing of the Complaint, DEFENDANT BRINK'S, INCORPORATED failed to timely pay all
20 wages due to Plaintiff and other employees as a result of not paying wages as asserted above in more
21 detail (including not paying wages (at minimum wage, earned wage, or overtime wage rate) for all
22 hours worked, not paying properly calculated overtime wages, not paying reporting time pay, and not
23 paying meal and rest period wages). At times during the one year prior to the filing of this lawsuit,
24 DEFENDANT BRINK'S, INCORPORATED applied these policies and procedures to Plaintiffs and
25 other non-exempt employees in California which resulted in DEFENDANT BRINK'S,
26 INCORPORATED failing to timely provide employees' earned wages in violation of Labor Code
27 section 204.

28 38. **Failure to Pay Former California Non-Exempt Employees All Wages Due at**

1 **Time of Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
2 employee's employment ends immediately upon termination or within 72 hours of resignation (Lab.
3 Code §203).

4 39. At times during the three years prior to the filing of the complaint to the present,
5 DEFENDANTS failed to pay Plaintiffs and other non-exempt employees with all wages as mentioned
6 in more detail above (including unpaid minimum wage or overtime unpaid for not paying for all hours
7 worked, unpaid overtime as a result of improperly calculated overtime rate, unpaid reporting time
8 pay, and unpaid meal and rest period premiums) during their employment and never paid these
9 amounts after Plaintiff and other California employees separated employment with DEFENDANTS.
10 As a result, DEFENDANTS failed to pay those employees timely after separation of employment in
11 violation of Labor Code section 203.

12 40. **Failure to Adequately Pay Indemnification for Losses and Expenditures**
13 **Incurred as Part of Employment:** California law requires that every employer must indemnify its
14 employees for all necessary expenditures or losses incurred by the employee in discharge of his or
15 her duties or at the obedience of the directions of the employer. (Lab. Code §2802.)

16 41. As part of their duties and at times during the four years prior to the filing of this
17 Complaint, Plaintiffs and similarly situated employees were required to use their cell phones to
18 receive and make calls when the communication device they were to use during their duties ran out
19 of charge or was not charged adequately. However, DEFENDANTS did not provide reimbursement
20 to Plaintiffs and similarly situated employees for use of their cell phones.

21 42. In addition, Plaintiffs and similarly situated employees would be required to use their
22 own vehicle and gas to drive as part of their job duties, including for drug testing. Despite that
23 California law requires employers to indemnify employees for the costs associated with the use of an
24 employee's own vehicle and gas; DEFENDANTS failed to indemnify employees when they used
25 their own vehicles and gas to drive as part of their job duties. This practice resulted in Plaintiffs and
26 all other similarly situated employees not receiving adequate indemnification in compliance with
27 California law.

28 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

1 43. Plaintiffs bring this action on behalf of themselves, on behalf of all others similarly
2 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

3 A. **Minimum Wage Class:** All current and former non-exempt employees
4 employed in California at any time from April 1, 2017 through the date notice is mailed to a certified
5 class, who worked for time periods Defendants did not pay wages at the legal minimum wage rate.

6 B. **Overtime Class:** All current and former non-exempt employees employed in
7 California at any time from April 1, 2017 through the date notice is mailed to a certified class, who
8 worked during time periods they had already worked in excess of 8 hours in a day, 40 hours in a
9 week, or were working on a seventh consecutive day of work and Defendants did not pay wages for
10 that time.

11 C. **Regular Rate Class:** All current and former non-exempt employees employed
12 by Defendants in California at any time from April 1, 2017 through the date notice is mailed to a
13 certified class who earned bonuses during pay periods worked in excess of 8 hours in a day, 40 hours
14 in a week, or were working on a seventh consecutive day of work and were paid overtime using the
15 incorrect calculation for overtime during those pay periods.

16 D. **Reporting Time Pay Class:** All current and former non-exempt employees
17 employed by Defendants in California at any time from April 1, 2017 through the date notice is mailed
18 to a certified class who were not paid reporting time pay when required to report for work and did
19 report, but worked less than half their usual or scheduled day's work.

20 E. **Meal Period Class:** All current and former non-exempt employees employed
21 by Defendants in California at any time from April 1, 2017 through the date notice is mailed to a
22 certified class who worked more than 5 hours during a workday and did not receive wages to
23 compensate them for Defendant's failure to provide all legally required and legally compliant meal
24 periods.

25 F. **Rest Period Class:** All current and former non-exempt employees employed
26 by Defendants in California at any time from April 1, 2017 through the date notice is mailed to a
27 certified class who worked more than 3.5 hours during a workday and did not receive wages to
28 compensate employees for workdays Defendants failed to provide all legally required and legally

compliant rest periods.

G. **Wage Statement Class:** All current and former non-exempt employees employed by Defendant Brink's, Incorporated in California at any time within the one year prior to the filing of the initial complaint in this action through the date notice is mailed to a certified class who received inaccurate or incomplete wage statements.

H. **Earned Wages Class:** All current and former non-exempt employees employed by Defendant Brink's, Incorporated in California at any time within the one year prior to the filing of the initial complaint in this action through the date notice is mailed to a certified class who did not timely receive earned wages during their employment.

I. **Waiting Time Class:** All former non-exempt employees employed by Defendants in California at any time within the three years prior to the filing of the initial complaint in this action through the date notice is mailed to a certified class whose employment ended and they did not timely receive all unpaid wages following separation of employment.

J. **Indemnification Class:** All current and former non-exempt employees employed by Defendants in California at any time from April 1, 2017 through the date notice is mailed to a certified class who Defendants failed to reimburse all necessary business expenditures.

K. **California Class:** All aforementioned classes are here collectively referred to as the "California Class".

44. There is a well-defined community of interest in the litigation and the classes are ascertainable:

A. **Numerosity:** While the exact number of class members in each class is unknown to plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of all members is impractical under the circumstances of this case.

B. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff classes and predominate over any questions that affect only individual members of each class. The common questions of law and fact include, but are not limited to:

i. Whether Defendants failed to pay wages for all hours worked to the

1 Minimum Wage Class and Overtime Class;

2 ii. Whether Defendants failed to provide properly calculated overtime to
3 the Regular Rate Class;

4 iii. Whether Defendants failed to provide reporting time pay to the
5 Reporting Time Pay Class;

6 iv. Whether Defendants failed to provide meal and/or rest period
7 premiums at the legal rate of pay to the Meal Period Class or Rest Period Class;

8 v. Whether Defendants failed to provide the Wage Statement Class with
9 accurate and complete itemized wage statements;

10 vi. Whether Defendants failed to provide the Earned Wages Class with all
11 earned wages within the statutory time period during their employment;

12 vii. Whether Defendants failed to provide the Waiting Time Class with all
13 unpaid wages within the statutory time period following separation of employment;

14 viii. Whether Defendants failed to provide reimbursement of necessary
15 business expenditures breaks to the Indemnification Class;

16 ix. Whether Defendants committed unlawful business acts or practices
17 within the meaning of Business and Professions Code section 17200 *et seq.*;

18 x. Whether Class Members are entitled to unpaid wages, indemnification,
19 penalties, interest, fees and other relief in conjunction with his claims; and

20 xi. Whether, as a consequence of Defendants' unlawful conduct, the Class
21 Members are entitled to restitution, and/or equitable relief;

22 C. **Typicality:** Plaintiffs' claims are typical of the claims of the class members in
23 each of the classes. Plaintiffs and members of the Minimum Wage and Overtime Classes sustained
24 damages and/or loss of vested wages based on Defendants' failure to pay wages for all hours worked
25 at the applicable minimum wage and/or overtime rate. Plaintiffs and members of the Regular Rate
26 Class sustained damages and/or loss of vested wages based on Defendants' failure to properly
27 calculate the overtime premiums due to employees. Plaintiffs and members of the Reporting Time
28 Pay Class were required to report to work but worked less than half of their usual or scheduled day's

1 work. Plaintiffs and members of the Meal and Rest Period Classes sustained damages and/or loss of
2 vested wages based on Defendants' failure to provide wages for workdays Defendants failed to
3 provide all legally required and legally compliant meal periods. Plaintiffs and the members of the
4 Indemnification Class sustained damages arising out of Defendants' failure to reimburse all necessary
5 business expenses. Plaintiffs and the members of the Wage Statement Class sustained damages arising
6 out of Defendant's failure to furnish them with accurate and/or complete itemized wage statements
7 in compliance with Labor Code section 226. Plaintiffs and the members of the Earned Wages Class
8 and Waiting Time Class sustained damages arising out of Defendants' failure to timely pay all wages
9 during employment or after the end of their employment.

10 D. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect the
11 interests of the members of each class. Plaintiffs has no interests that are adverse to the interests of
12 the other class members. Plaintiffs' Counsel are qualified to conduct the litigation.

13 E. **Superiority:** A class action is superior to other available means for the fair and
14 efficient adjudication of this controversy. Because individual joinder of all members of each class is
15 impractical, class action treatment will permit a large number of similarly situated persons to
16 prosecute their common claims in a single forum simultaneously, efficiently, and without the
17 unnecessary duplication of effort and expense that numerous individual actions would engender. The
18 expenses and burdens of individual litigation would make it difficult or impossible for individual
19 members of each class to redress the wrongs done to them, while important public interests will be
20 served by addressing the matter as a class action. The cost to and burden on the court system of
21 adjudication of individualized litigation would be substantial, and substantially more than the costs
22 and burdens of a class action. Individualized litigation would also present the potential for inconsistent
23 or contradictory judgments.

24 F. **Public Policy Consideration:** Employers throughout the state violate wage
25 and hour laws. Current employees are often afraid to assert their rights out of fear of direct or indirect
26 retaliation. Former employees are fearful of bringing actions because they perceive their former
27 employers can blacklist them in their future endeavors through negative references and by other
28 means. Class actions provide the class members who are not named in the complaint with a type of

1 anonymity that allows for vindication of their rights.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTION 2698, *et seq.***

5 **(Against all Defendants)**

6 45. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein;

7 46. During the period beginning one year period preceding the filing of notice with the
8 LWDA, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,
9 1194, 1197, 1198, and 2802.

10 47. Specifically, Defendants have committed the following violations of California Labor
11 Code:

12 48. **Failure to pay minimum wage, earned rate, and/or overtime wage, if applicable,**
13 **to non-exempt employees for all hours worked:** California law requires that an employer pay wages
14 to non-exempt, hourly employees for all hours worked. California requires that this be paid at the
15 minimum wage rate, the employee's earned rate, or at an overtime rate if the time worked occurs
16 when an employee has already worked over 8 hours in a day, over 40 hours in a week, or is working
17 on a seventh consecutive day of work in a workweek. Defendant employed Plaintiffs and other
18 employees in California at its locations as non-exempt, hourly employees. At times during the period
19 of January 19, 2020, to the present, Defendant used policies and procedures which required employees
20 to perform duties and/or were under control of Defendant during times that they were not being paid
21 wages resulting in the failure to pay wages for time which employees were working or were under
22 control of Defendant and for Defendant's benefit. For example, Plaintiffs and other employees
23 opening a branch for Defendant would be required to engage in duties prior to clocking in to record
24 their time which included verifying that the outside of the branch is secure, unlocking doors, turning
25 on lights, verifying the interior of the branch is secure, and then turning of the alarm prior to clocking
26 in for the day. Because these duties occurred prior to clocking in, they were unpaid. At times during
27 the period of January 19, 2020, to the present, Plaintiffs and other employees would also be working
28 and unable to take a meal period, but Defendant would automatically deduct or Defendant's agent

1 would manually deduct the meal period time from the employee's worked hours even though the
2 employee did not receive a meal break. As a result, Plaintiffs and other employees would not be paid
3 for the time they were working but a 30-minute meal period was deducted from their compensable
4 work time. At times, Plaintiffs and other employees would take calls from other employees as part of
5 their duties even though they were not on the clock, (e.g., employee telling Plaintiffs or other
6 employees that they could not make it in to work) and were not paid for that time. Plaintiffs and other
7 employees would also be required as a part of their employment to submit to drug testing or other
8 medical testing as a requirement of employment but would not be paid for that time. In addition,
9 Plaintiffs and other employees would not be paid for wages when they were required to come in on
10 their last day of work but would be terminated and not paid any wages for that day. In addition,
11 Plaintiffs and other employees would consistently work off the clock, including during their meal
12 breaks, and including time before each shift and during shifts going through mandatory security
13 checks, and time spent undergoing COVID-19 temperature screenings. These practices and policies
14 resulted in Defendant's failure to provide wages to Plaintiffs and other non-exempt employees for all
15 hours worked at a minimum wage rate, the employees' earned rate, or an overtime rate (to the extent
16 the employees had already worked over 8 hours in a day, over forty hours in a workweek, or were
17 working on a seventh day in a workweek or had worked 12 hours in a workday or on a seventh
18 consecutive day in a workweek) in violation of Labor Code sections 204, 218, 510, 1194, 1197, and
19 1198.

20 49. **Failure to pay overtime at the legally required "regular rate of pay" by failing to**
21 **include all remuneration in calculating the regular rate of pay:** Defendant provided Plaintiffs and
22 other aggrieved employees with additional remuneration, including but not limited to non-
23 discretionary bonuses. At times during the period of January 19, 2020, to the present, Plaintiffs and
24 other aggrieved employees worked overtime and were paid overtime wages during the time periods
25 that they earned additional remuneration consisting of non-discretionary bonuses. For example,
26 Plaintiff Luis Sanchez earned \$265.65 for a Quality and Safety Bonus in 2020 and also worked at
27 least approximately 60 hours of overtime in 2020 consisting of hours in excess of 8 hours in a workday
28 or 40 in a workweek and .92 hours of doubletime consisting of hours in excess of 12 hours in a day

1 of which the overtime was earned during the same pay periods the Quality and Safety Bonus was
2 earned. Despite that California law requires employers to include all remuneration to determine the
3 "regular rate of pay" for payment of overtime; Defendant failed to properly calculate the regular rate
4 of pay for overtime wages and did not retroactively pay the unpaid wages due to this miscalculation.
5 Defendant either used an incorrect legal formula and/or failed to include all remuneration in
6 calculating the regular rate of pay due for overtime wages. As a result, Defendant violated Labor
7 Code sections 226.7, 510, 512, 1194, 1198 and the Wage Orders by failing to pay Plaintiffs and other
8 aggrieved employees with the properly calculated overtime (i.e., 1.5 times their regular rate of pay
9 when they worked over 8 up to 12 hours in a workday, over 40 hours in a workweek, and up to 8
10 hours on a seventh consecutive day in a workweek; or 2 times their regular rate of pay when they
11 worked over 12 hours in a workday or over 8 hours in a seventh consecutive day in a workweek).
12 This practice resulted in Defendant paying Plaintiffs and other aggrieved employees with less
13 overtime wages than they had earned under California law.

14 **50. Reporting time pay:** Labor Code sections 558, 1198, 1194, 1197 and the Wage Orders
15 require that "[e]ach workday an employee is required to report for work and does report, but is not
16 put to work or is furnished less than half said employee's usual or scheduled day's work, the employee
17 shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours
18 nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the
19 minimum wage." At times, Defendant required Plaintiffs and other aggrieved employees to report for
20 work on their termination date and were put to work for less than half of their usual or scheduled day's
21 work, but Defendant did not pay Plaintiffs or other aggrieved employees any reporting time pay. For
22 example, on or about May 6, 2020, Defendant Plaintiff Luis Sanchez to report to work for his shift;
23 however, Defendant terminated his employment, and did not put him to work (i.e., less than half his
24 usual or scheduled day's work) and did not pay him any wages or reporting time pay in violation of
25 Labor Code sections 1194, 1197, and 1198.

26 **51. Failure to provide all legally required and legally compliant meal breaks to non-**
27 **exempt employees:** California law requires employers to provide employees with a 30-minute
28 uninterrupted meal period for each five hours of work before the end of each fifth hour of work during

1 which time the employee is relieved of all duties and employer control. (Lab. Code §226.7, 512, 1198;
2 Wage Orders, subd. 11; *Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1039, 1041.) At
3 times from January 19, 2020 to the present, Defendant employed policies and procedures which failed
4 to provide employees with uninterrupted duty free 30-minute meal periods for each five hours worked
5 and/or failed to provide timely meal periods. For example, at times from January 19, 2020, to his
6 termination, Plaintiff Luis Sanchez often did not receive his meal periods until after each fifth hour
7 of work resulting in untimely meal periods. At times from January 19, 2020, Plaintiff Luis Sanchez
8 and other aggrieved employees would be engaged in work duties and would not be provided an
9 opportunity to take a meal period after the fifth hour of work and instead would be provided the meal
10 at the time the employee was to end their shift. At times from January 19, 2020, Plaintiff and other
11 aggrieved employees would not be provided a meal period because they were engaged in work duties,
12 but Defendant would automatically deduct or Defendant's agent would manually deduct the meal
13 period time from the employee's worked hours even though the employee did not receive a duty free
14 meal break. At times from January 19, 2020, Plaintiffs and other aggrieved employees would not be
15 provided a meal period because they were engaged in work duties, including "on duty" meal periods
16 and security checks. Although Defendant failed to provide all legally required and legally permissible
17 meal periods, Defendant would not pay employees an hour of pay for each workday that Defendant
18 failed to provide all legally required and legally permissible meal periods. These practices resulted in
19 Plaintiffs and other employees not receiving meal periods or wages to compensate them for workdays
20 which Defendant did not provide them with all legally required and legally compliant meal periods
21 in violation of Labor Code sections 226.7, 512, and 1198.

22 **52. Failure to provide all legally required and legally compliant rest breaks to non-**
23 **exempt employees:** California law requires employers to provide employees with "10 minutes' rest
24 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
25 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Rest.*
26 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) The employees must be completely relieved
27 of work duties and employer control during the rest period and cannot be required to stay on the
28 premises during breaks. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 264-272.) At

1 times from January 19, 2020, to the present, Defendant employed a policy and procedure which failed
2 to provide Plaintiff and other employees with all legally required and legally compliant rest periods.
3 For example, Plaintiffs would often work in shifts over 3.5 hours or longer and at times from January
4 19, 2020, to the present would not receive all legally required rest periods. Plaintiffs believe other
5 employees similarly did not receive rest periods as they were unable to do so due to their continuing
6 work duties. At times from January 19, 2020, to the present, Defendant employed a policy and
7 procedure which required employees who were in armored trucks to take their meal period in or with
8 the armored truck and to be aware of their surroundings and ready to respond if needed. In addition,
9 Defendant did not provide an hour of pay at the employee's regular rate to Plaintiffs and other
10 employees if they did not receive all legally required and legally compliant rest periods. This practice
11 resulted in Plaintiffs and all other non-exempt employees not receiving legally compliant rest breaks
12 or wages to compensate them for workdays which Defendant did not provide them with legally
13 compliant rest breaks in violation of Labor Code sections 226.7 and 1198.

14 **53. Itemized Wage Statement Violations:** California law requires an employer to
15 provide employees at the time of payment of their wages an accurate itemized statement accurately
16 listing all information required in Labor Code section 226, subdivision (a). At times during the period
17 of January 19, 2020, to the present, Defendant provided wage statements which were inadequate
18 because, as a result of the aforementioned conduct (failure to pay the proper rate of overtime, failure
19 to account for and properly pay wages for all hours worked, failure to pay for reporting time pay,
20 failure to pay for meal and rest period wages), the wage statements inaccurately stated: the gross
21 wages earned and the net wages earned, total hours worked, and corresponding number of hours
22 worked at each hourly rate. At times during the period of January 19, 2020, to the present, Defendant
23 failed to provide accurate and complete wage statements to Plaintiffs and other non-exempt
24 employees, because the statement failed to accurately state the total hours worked by the employee and
25 all applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked at each hourly rate by the employee. Defendant applied these policies and procedures to
27 Plaintiffs and other non-exempt employees in California which resulted in Defendant failing to
28

1 provide complete and accurate wage statements to non-exempt employees in compliance with Labor
2 Code section 226, subdivision (a).

3 **54. Failure to Timely Pay Wages:** Labor Code section 204 requires that for wages earned
4 between the 1st and 15th days of the month, the employer pay those wages between the 16th and the
5 26th day of the month and that for wages earned between the 16th and last day of the month, the
6 employer pay those wages between the 1st and the 10th day of the following month. If an employer
7 pays employees biweekly, the wages must be paid no more than seven calendar days following the
8 close of the payroll period. At times during the period of January 19, 2020, to the present, Defendant
9 failed to timely pay all wages due to Plaintiffs and other employees as a result of not paying wages
10 as asserted above in more detail including not paying wages for all hours worked, not paying properly
11 calculated overtime wages, not paying reporting time pay, and not paying meal and rest period wages.
12 At times during the period of January 19, 2020 to the present, Defendant applied these policies and
13 procedures to Plaintiff and other non-exempt employees in California which resulted in Defendant
14 failing to timely provide employees' earned wages in violation of Labor Code section 204.

15 **55. Failure to Pay Former California Non-Exempt Employees All Wages Due at**
16 **Time of Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
17 employee's employment ends. The wages are due immediately upon termination (Lab. Code §201)
18 or within 72 hours of resignation (Lab. Code §202). At times during the period of January 19, 2020,
19 to the present, Defendant failed to pay Plaintiffs and other non-exempt employees with all wages as
20 mentioned in more detail above (including unpaid wages for not paying for all hours worked, unpaid
21 overtime as a result of improperly calculated overtime rate, unpaid reporting time pay, and unpaid
22 meal and rest period premiums) during their employment and never paid these amounts after Plaintiffs
23 and other California employees separated employment with Defendant. As a result, Defendant failed
24 to pay those employees timely after each employee's termination and/or resignation in violation of
25 Labor Code sections 201, 202, and 203. In addition, Defendant also failed to timely pay employees
26 their final wages following separation of employment.

27 **56. Failure to Keep Accurate Records:** California law requires an employer to keep
28 accurate records showing when employees began and ended each work period, meal periods, and total

1 daily hours worked. As noted above, as a result of Defendant's failure to record all time employees
2 worked and failure to accurately record meal periods (e.g., failed to record time as time worked for
3 time: spent engaged in duties when opening a branch, taking off the clock calls, for meal periods that
4 were not taken and were spent working but were recorded as being taken, during mandatory drug
5 testing or other mandatory testing), Defendant failed to keep accurate records of Plaintiffs and other
6 aggrieved employees' hours worked daily, time records showing when employees began and ended
7 each work period, meal periods, and total daily hours worked in violation of Labor Code sections
8 1174, 1198, and the Wage Orders.

9 **57. Failure to Reimburse Employees for Losses and Expenditures Incurred as Part**
10 **of Employment:** California law requires that every employer must indemnify its employees for all
11 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
12 obedience of the directions of the employer. (Lab. Code §2802.) At times within the one year prior to
13 this letter, Defendant had a policy that employees would need to use their cell phone if necessary
14 (e.g., the communication device provided to them went dead or was not charged prior to them
15 working) as part of their mandatory duties; however, Defendants did not provide Plaintiffs or other
16 aggrieved employees with compensation for the their cell phones in violation of Labor Code section
17 2802. In addition, at times employees would be required to use their personal vehicles as part of their
18 duties (including, e.g., to bring keys that were needed at another location, or to undergo drug testing)
19 but employees were not reimbursed for the mileage, fuel and use/costs of their vehicles in violation
20 of Labor Code section 2802.

21 **58. Failure to maintain temperature providing reasonable comfort:** Labor Code
22 section 1198 requires an employer to comply with the standard conditions of labor for California
23 employees as set forth by the Industrial Welfare Commission ("IWC"). Section 15 of the IWC Wage
24 Orders, states:

25 (A) The temperature maintained in each work area shall provide reasonable
26 comfort consistent with industry-wide standards for the nature of the process and the
work performed.

27 (B) If excessive heat or humidity is created by the work process, the employer
28 shall take all feasible means to reduce such excessive heat or humidity to a degree
providing reasonable comfort. Where the nature of the employment requires a
temperature of less than 60° F., a heated room shall be provided to which employees

may retire for warmth, and such room shall be maintained at not less than 68°.

(C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

(See e.g., Cal. Code Regs., tit. 8, § 11070(15), Cal. Code Regs., tit. 8, § 11090(15).) California law requires an employer to endeavor to provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, § 3203.) Further, California Labor Code section 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat illness standard by January 1, 2019. (Lab. Code § 6720.) Cal/OSHA's draft standard applies its proposed regulations to "all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present."

59. At times during the one year prior to the filing of this letter, Plaintiff and other warehouse workers were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82° F. For example, Plaintiff Luis Sanchez's work area in the vault/warehouse would exceed 82° F because the air conditioning would be inoperative, non-existent, or inadequate to keep the temperature under 82° F. At times during the one year prior to the filing of this letter in violation of Labor Code section 1198 and Section 15 of the IWC Wage Orders, Defendant failed to provide Plaintiffs and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by, inter alia, providing adequate air conditioning or heat, ventilation, etc.

60. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

61. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code section 2699.3. Plaintiff Luis Sanchez filed notice with the Labor and Workforce Development Agency ("LWDA") on January 19, 2021 and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiffs Enrique Quiazon and Marita Quiazon filed notice with the LWDA on December 7, 2020 and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated,

1 including the facts and theories to support the alleged violations. Plaintiff Jose Angel Cruz filed notice
2 with the LWDA on October 5, 2021 and provided notice to Defendants by certified mail which
3 provided notice of the specific provisions of the Labor Code alleged to have been violated, including
4 the facts and theories to support the alleged violations.

5 62. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
6 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
7 within 65 days of the date of the complainant's written notice and/or Defendants may attempt to cure
8 for certain violations. The LWDA failed to provide the parties notice within 65 days of the date of
9 Plaintiffs' letters that the LWDA intends to investigate Plaintiffs' claims and/or Defendants failed to
10 cure any of the alleged violations which could have been cured.

11 63. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek, within the one year
12 prior to the mailing of the LWDA letter, civil penalties for Defendants' violations of Labor Code 201,
13 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 2802 as provided by Labor Code
14 sections 210, 226.3, 558, 1197.1, and/or 2699(f)(2) or other applicable statutory provision providing
15 for civil penalties for the aforementioned violations.

16 64. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of
17 reasonable attorney's fees and costs in connection with his claims for civil penalties.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGE OR OVERTIME WAGES FOR ALL HOURS** 20 **WORKED IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, 1197, 1198, AND** 21 **THE WAGE ORDERS**

22 **(Against DEFENDANTS BRINK'S, INCORPORATED, DUNBAR ARMORED, INC. and**
23 **DOES 1 to 50 by the Minimum Wage and Overtime Classes)**

24 65. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
25 by reference.

26 66. At all times relevant to this Complaint, Plaintiffs and the members of the Minimum
27 Wage Class and Overtime Class were non-exempt employees of DEFENDANTS in California and
28 covered by California Labor Code sections 510, 1194, 1197, 1198 and the Wage Orders.

1 67. In California, an employer is required to pay an employee for all “hours worked”
2 which includes all time that an employee is under control of the employer and including all time that
3 the employee is suffered and permitted to work whether or not the employee is required to work. This
4 includes time an employee is required to be present at a certain location whether or not the employee
5 is working, including meal times. (*Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833,
6 840-842, *Morillion vs. Royal Packing Co.* (2000) 22 Cal.4th 575, 582.) Labor Code sections 1194,
7 1197 and the Wage Orders require that an employer compensate employees for “hours worked” at
8 least at a minimum wage rate of pay as established by the wage orders. Labor Code sections 510,
9 1194 and the Wage Orders require that an employer compensate employees for “hours worked” at a
10 higher rate of pay when an employee works over a certain number of hours: 1.5 times the regular rate
11 of pay for hours worked over 8 hours up to 12 hours in a workday, over 40 hours in a workweek, or
12 up to 8 hours on a seventh day of work in a workweek or 2 times the regular rate of pay for hours
13 worked over 12 hours in a workday.

14 68. At times during the four years prior to the filing of the Complaint, DEFENDANTS
15 used policies and procedures (which did not provide wages to Plaintiffs and other similarly situated
16 California employees for all time DEFENDANTS controlled the employees and/or suffered or
17 permitted the employees to work. For example, this unpaid time included but is not limited to: time
18 spent opening a branch location prior to clocking in to record their compensable time; time employees
19 were working and did not receive a meal period but DEFENDANTS would deduct the meal period
20 time from the employees’ records of compensable worked hours; time employees would take calls
21 from other employees as part of their duties even though they were not on the clock; time employees
22 would be required as a part of their employment to submit to drug testing or other testing; time spent
23 before each shift and during shifts going through mandatory security checks; time spent undergoing
24 COVID-19 temperature screenings; and time employees would be required to come in on their last
25 day of work but would be terminated and not paid any wages for that day.

26 69. DEFENDANTS’ policies and procedures were applied to all non-exempt employees
27 in California at times during the four years prior to the filing of the Complaint and resulted in non-
28 exempt employees working time which was not compensated any wages in violation of Labor Code

sections 510, 1194, 1197, 1198, and the Wage Orders.

70. As a result of Defendants' unlawful conduct, Plaintiffs and members of the Minimum Wage Class and Overtime Class have suffered damages in an amount subject to proof, to the extent that they were not paid minimum wage for all hours worked or overtime wages for all overtime hours worked.

71. Pursuant to California Labor Code sections 510, 1194, 1197, 1198 and the Wage Orders, Plaintiff and the Minimum Wage Class and Overtime Class are entitled to recover unpaid wages at the applicable minimum wage rate plus liquidated damages, applicable overtime rate, interest thereon, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE OVERTIME WAGES AT THE LEGALLY REQUIRED RATE IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND WAGE ORDERS (Against DEFENDANTS BRINK'S, INCORPORATED, DUNBAR ARMORED, INC. and DOES 1 to 50 by the Regular Rate Class)

72. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein by reference.

73. At all times relevant to this Complaint, Plaintiffs and the members of the Regular Rate Class were non-exempt employees of DEFENDANTS in California and covered by California Labor Code sections 510, 1194, and the Wage Orders.

74. Under California law, in determining the regular rate of pay for purposes of calculating the proper overtime premium pay the employer must consider not only straight hourly wage compensation but must also include the commission and bonus compensation.

75. California Labor Code sections 510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a workweek, and on any seventh consecutive day of work in a workweek.

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the

regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

(Lab. Code §510; see Wage Orders, subd. 3.)

76. At times during four years prior to the filing of the initial Complaint to the present, Defendants, DEFENDANTS used policies and procedures which did not provide wages (including overtime wages) to Plaintiffs and other similarly situated California employees for all time DEFENDANTS controlled the employees and/or suffered or permitted the employees to work. For example, this unpaid time included but is not limited to: time spent opening a branch location prior to clocking in to record their compensable time; time employees were working and did not receive a meal period but DEFENDANTS would deduct the meal period time from the employees' records of compensable worked hours; time employees would take calls from other employees as part of their duties even though they were not on the clock; time employees would be required as a part of their employment to submit to drug testing or other testing; time spent before each shift and during shifts going through mandatory security checks; and time spent undergoing COVID-19 temperature screenings.

77. At times during four years prior to the filing of the initial Complaint to the present, Defendants, Plaintiffs and other similarly situated employees would earn additional remuneration during pay periods that they worked hours on days they had already worked in excess of 8 hours in the day, 40 hours in the week, or were working on a seventh consecutive day of work in the workweek.. At times during four years prior to the filing of the initial Complaint to the present, Defendants failed to properly calculate the regular rate of pay for overtime and did not retroactively pay the unpaid wages due to this miscalculation. Defendants either used an incorrect legal formula and/or failed to include all remuneration in calculating the regular rate of pay due for overtime. This practice resulted in Plaintiffs and all other similarly situated employees working hours in excess of 8 hours in a day and/or 40 hours in a week and Defendants paying them less overtime wages than they had earned under California law.

78. Pursuant to California Labor Code sections 510, 1194, and the Wage Orders, Plaintiffs and the Regular Rate Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REPORTING TIME PAY IN VIOLATION OF LABOR CODE**

3 **SECTIONS 1194, 1197, 1198, AND THE WAGE ORDERS**

4 **(Against DEFENDANTS BRINK'S, INCORPORATED and DOES 1 to 50 by the Reporting**
5 **Time Pay Class)**

6 79. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
7 by reference.

8 80. At all times relevant to this Complaint, Plaintiffs and the members of the Reporting
9 Time Pay Class were employees of DEFENDANTS in California and covered by California Labor
10 Code sections 1194, 1197, 1198, and the Wage Orders.

11 81. Labor Code sections 558, 1198, 1194, 1197 and the Wage Orders require that "[e]ach
12 workday an employee is required to report for work and does report, but is not put to work or is
13 furnished less than half said employee's usual or scheduled day's work, the employee shall be paid
14 for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than
15 four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

16 82. At times, DEFENDANTS required Plaintiffs and other similarly situated employees
17 to report for work and were put to work for less than half of their usual or scheduled day's work.
18 When this occurred, DEFENDANTS did not pay Plaintiff or other similarly situated employees any
19 reporting time pay. For example, on or about May 6, 2020, Defendant Brink's, Incorporated required
20 Plaintiff LUIS SANCHEZ to report to work for his shift; however, Defendant Brink's, Incorporated
21 terminated his employment, and did not put him to work (i.e., less than half his usual or scheduled
22 day's work) and did not pay him any wages or reporting time wages in violation of Labor Code
23 sections 1194, 1197, and 1198.

24 83. DEFENDANTS are liable to Plaintiffs and the Reporting Time Pay Class for one
25 reporting time pay for each day DEFENDANTS caused them to work but were put to work for less
26 than half of their usual or scheduled day's work.

27 84. Pursuant to Labor Code sections 1194, 1197, 1198, and the Wage Orders, Plaintiffs
28 and members of the Reporting Time Pay Class are entitled to recover the full amount of unpaid

reporting time pay, interest thereon, liquidated damages, reasonable attorney's fees and costs of suit.

FIFTH CAUSE OF ACTION

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL BREAKS IN VIOLATION OF
LABOR CODE SECTIONS 226.7, 512, AND WAGE ORDERS**

**(Against DEFENDANTS BRINK'S, INCORPORATED, DUNBAR ARMORED, INC. and
and DOES 1 to 50 by the Meal Period Class)**

85. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein by reference.

86. At all times relevant to this Complaint, Plaintiffs and the members of the Meal Period Class were non-exempt employees of DEFENDANTS in California and covered by California Labor Code sections 226.7, 512, and the Wage Orders.

87. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30-minutes before the end of a 5 hour work period. (Lab. Code §512; Wage Order 9, subd. 11.) An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes before the end of the 10th hour of work. (*Id.*) If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each work day that a legally required meal period was not provided or was not duty free. (*Id.*)

88. Plaintiffs and other similarly situated employees worked as non-exempt employees for DEFENDANTS in shifts in excess of 5 hours. At times, DEFENDANTS failed to provide timely meal periods to Plaintiff and other similarly situated employees. At times, DEFENDANTS would not provide Plaintiffs and other similarly situated employees with their first meal period until after their fifth hour of work. At times, DEFENDANTS would also fail to provide any meal period to Plaintiffs and other similarly situated employees even though they worked in excess of five hours or would fail to provide a second meal period to Plaintiffs and other similarly situated employees even though they worked in excess of ten hours. Employees were also not relieved of all duties during their meal period.

89. DEFENDANTS also failed to pay Plaintiffs and similarly situated employees one hour

1 of pay at their regular rate of pay for each workday Plaintiffs and other similarly situated employees
2 did not receive all timely and legally compliant meal periods. DEFENDANTS failed to have a policy
3 and procedure in place to pay employees when DEFENDANTS did not provide them with a legally
4 required and legally compliant meal periods.

5 90. Because DEFENDANTS failed to afford employees all timely and legally compliant
6 meal periods in compliance with the law, DEFENDANTS are liable to Plaintiffs and the Meal Period
7 Class for one hour of additional pay at the regular rate of compensation for each workday that
8 DEFENDANTS did not provide all timely meal periods in compliance with the law.

9 91. Plaintiffs, on behalf of themselves and the Meal Period Class, seek damages and all
10 other relief allowable including a premium meal break wage for each workday the employees were
11 not provided with all meal periods in compliance with the law.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE LEGALLY COMPLIANT REST BREAKS IN VIOLATION OF**
14 **LABOR CODE SECTION 226.7 AND WAGE ORDERS**

15 **(Against DEFENDANTS BRINK'S, INCORPORATED, DUNBAR ARMORED, INC. and**
16 **DOES 1 to 50 by the Rest Period Class)**

17 92. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
18 by reference.

19 93. At all times relevant to this Complaint, Plaintiffs and the members of the Rest Period
20 Class were non-exempt employees of DEFENDANTS in California and covered by California Labor
21 Code section 226.7 and the Wage Orders.

22 94. California law states that “[e]very employer shall authorize and permit all employees
23 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
24 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
25 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
26 an employee a rest period in accordance with the applicable provisions of this order, the employer
27 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
28 workday that the rest period is not provided.” (Wage Order 9, subd. 12; see Lab. Code § 226.7.) Under

1 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six
2 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
3 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
4 1029; Lab. Code §226.7; Wage Order 9, subd. 12.) Rest periods must be in the middle of each work
5 period. (Wage Order 9, subd. 12.) If an employer fails to provide an employee a timely and legally
6 compliant rest period, the employer must pay the employee one hour of pay at the employee’s regular
7 rate of compensation for each work day that a legally required meal period was not provided or was
8 not duty free. (*Id.*)

9 95. Plaintiffs and similarly situated employees in California would work on workdays in
10 shifts in excess of 3.5 hours entitling them to rest periods under California law. Despite that California
11 law requires employers to provide employees with rest periods when an employee’s work shift is
12 more than 3.5 hours; Plaintiffs and other similarly situated employees would work in time periods
13 over 3.5 hours or in an amount of hours, e.g., over 10 hours, entitling them to multiple rest periods
14 and DEFENDANTS would not provide them with rest periods or multiple rest periods required by
15 law.

16 96. In addition, at times during the four years prior to the Complaint, DEFENDANTS
17 employed a policy and procedure which required employees who were working out of armored trucks
18 to take their rest period in or with the armored truck and to be aware of their surroundings and ready
19 to respond if needed. Thus, the employees were not relieved of all duties during their rest period.

20 97. As a result of DEFENDANTS’ practice and procedure, Plaintiffs and similarly situated
21 non-exempt employees would not receive all legally required rest periods in violation of California
22 law.

23 98. DEFENDANTS also failed to pay Plaintiffs and similarly situated employees one hour
24 of pay at their regular rate of pay for each workday Plaintiffs and similarly situated employees did
25 not receive all timely and legally compliant rest periods. DEFENDANTS failed to have a policy and
26 procedure in place to pay employees when DEFENDANTS did not provide them with a legally
27 required rest periods.

28 99. Because DEFENDANTS failed to afford employees all rest periods in compliance

1 with the law, DEFENDANTS are liable to Plaintiffs and the Rest Period Class for one hour of
2 additional pay at the regular rate of compensation for each workday that Defendants did not provide
3 all rest periods in compliance with the law.

4 100. Plaintiffs, on behalf of themselves and the Rest Period Class, seeks damages and all
5 other relief allowable including a premium rest break wage for each workday the employees were not
6 provided with all rest periods in compliance with the law.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
9 **VIOLATION OF LABOR CODE SECTION 226**

10 **(Against DEFENDANTS BRINK'S, INCORPORATED, and DOES 1 to 50 by the Rest Period**
11 **Class)**

12 101. Plaintiffs incorporate by reference all paragraphs above as if fully alleged herein.

13 102. At all relevant times, Plaintiffs and the other members of the Wage Statement Class
14 were non-exempt employees of DEFENDANTS and covered by Labor Code Section 226.

15 103. Pursuant to Labor Code Section 226, subdivision (a), Plaintiffs and the other members
16 of the class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
17 wage statement accurately stating the following:

18 (1) gross wages earned, (2) total hours worked by the employee, except
19 for any employee whose compensation is solely based on a salary and
20 who is exempt from payment of overtime under subdivision (a) of
21 Section 515 or any applicable order of the Industrial Welfare
22 Commission, (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis, (4)
24 all deductions, provided that all deductions made on written orders of
25 the employee may be aggregated and shown as one item, (5) net wages
26 earned, (6) the inclusive dates of the period for which the employee is
27 paid, (7) the name of the employee and his or her social security
28 number, except that by January 1, 2008, only the last four digits of his
or her social security number or an employee identification number
other than a social security number may be shown on the itemized
statement, (8) the name and address of the legal entity that is the
employer, and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly
rate by the employee.

104. At times during the one year prior to the filing of the Complaint, DEFENDANTS

1 failed to provide accurate and complete wage statements to Plaintiffs and other non-exempt
2 employees. At times during the one year prior to the filing of the Complaint, DEFENDANTS
3 provided itemized wage statements which did not state or did not accurately state the employees' total
4 hours worked by the employee and all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee. In addition, during the
6 one year prior to the filing of the Complaint, as a result of the aforementioned conduct (i.e., failure to
7 pay the proper rate of overtime, failure to account for and properly pay wages for all hours worked,
8 failure to pay for reporting time pay, failure to pay for meal and rest period wages) DEFENDANTS
9 inaccurately stated: the gross wages earned, the total hours worked, the net wages earned, and the
10 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
11 each hourly rate.

12 105. DEFENDANTS' failure to provide Plaintiffs and members of the Wage Statement
13 Class with accurate and complete wage statements was knowing and intentional. DEFENDANTS
14 knowingly and intentionally put in place practices which deprived employees of wages and resulted
15 in DEFENDANTS' knowing and intentional providing of inaccurate wage statements.

16 106. As a result of DEFENDANTS unlawful conduct, Plaintiffs and members of the Class
17 have suffered injury in that the wage statements inaccurately stated and/or failed to state the
18 aforementioned items of information and Plaintiffs and the members of the class could not promptly
19 and easily determine from the wage statement alone an accurate statement of: the gross wages earned,
20 the total hours worked, the net wages earned, and the applicable hourly rates in effect during the pay
21 period and corresponding number of hours worked at each hourly rate.

22 107. Pursuant to Labor Code Section 226(e), Plaintiffs and members of the Wage Statement
23 Class are entitled to recover actual damages or fifty dollars for the initial pay period in which a
24 violation of Labor Code Section 226 occurred and one hundred dollars for each violation of Labor
25 Code Section 226 in a subsequent pay period, not to exceed an aggregate penalty of four thousand
26 dollars per employee.

27 108. Pursuant to Labor Code Sections 226(e) and 226(g), Plaintiff and members of the Class
28 are entitled to recover the full amount of penalties due under Labor Code Section 226(e), reasonable

1 attorney fees, and costs of suit.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO TIMELY PAY UNPAID WAGES DUE AT TIME OF SEPARATION OF**
4 **EMPLOYMENT AND DURING EMPLOYMENT IN VIOLATION OF LABOR CODE**
5 **SECTIONS 203 AND 204**

6 **(Against DEFENDANTS BRINK’S, INCORPORATED, DUNBAR ARMORED, INC. and**
7 **DOES 1 to 50 by the Earned Wages Class and Waiting Time Class)**

8 109. Plaintiffs incorporate all paragraphs above as if fully alleged herein.

9 110. At all relevant times, Plaintiffs and the other members of the Earned Wages Class and
10 Waiting Time Class were non-exempt employees of DEFENDANTS in California and covered by
11 Labor Code Sections 201 or 202.

12 111. Labor Code section 204 requires that for wages earned between the 1st and 15th days
13 of the month, the employer pay those wages between the 16th and the 26th day of the month and that
14 for wages earned between the 16th and last day of the month, the employer pay those wages between
15 the 1st and the 10th day of the following month. If an employer pays employees biweekly, the wages
16 must be paid no more than seven calendar days following the close of the payroll period. At times
17 during the one year prior to the filing of the Complaint, DEFENDANT BRINK’S, INCORPORATED
18 failed to timely pay all wages due to Plaintiff and other employees as a result of not paying wages as
19 asserted above in more detail (including not paying wages for all hours worked, not paying properly
20 calculated overtime wages, not paying reporting time pay, and not paying meal and rest period wages)
21 during their employment and never paid these wages. At times during the one year prior to the filing
22 of this lawsuit, DEFENDANT BRINK’S, INCORPORATED applied these policies and procedures
23 to Plaintiff and other non-exempt employees in California which resulted in DEFENDANT
24 BRINK’S, INCORPORATED failing to timely provide employees' earned wages to the Earned
25 Wages Class in violation of Labor Code section 204.

26 112. During the three years prior to the filing of the Complaint, DEFENDANTS failed to
27 pay Plaintiffs and the Waiting Time Class with all wages as alleged in more detail (including not
28 paying wages for all hours worked, not paying properly calculated overtime wages, not paying

1 reporting time pay, and not paying meal and rest period wages) during their employment and never
2 paid these amounts after the employees separated employment from DEFENDANTS.
3 DEFENDANTS failure to pay these amounts resulted in employees not receiving timely payment of
4 wages following separation of employment.

5 113. Pursuant to Labor Code section 204 and 210, Plaintiffs and members of the Earned
6 Wages Class are entitled to statutory penalties from DEFENDANT BRINK'S, INCORPORATED
7 for the periods DEFENDANT BRINK'S, INCORPORATED failed to timely pay them their earned
8 wages during their employment.

9 114. Pursuant to Labor Code Section 203, Plaintiffs and members of the Waiting Time
10 Classes are entitled to waiting time penalties, from the day their earned and unpaid wages were due
11 upon termination until paid, up to a maximum of 30 days.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES IN** 14 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802** 15 **(Against DEFENDANTS BRINK'S, INCORPORATED, DUNBAR ARMORED, INC. and** 16 **DOES 1 to 50 by the Indemnification Class)**

17 115. Plaintiffs incorporate all paragraphs above as if fully alleged herein.

18 116. At all times herein set forth California Labor Code sections 2800 and 2802 provide
19 that an employer must reimburse employees for all necessary expenditures.

20 117. As part of their duties, Plaintiffs and similarly situated employees were required to
21 use their cell phones to receive and make calls. However, for DEFENDANTS did not provide
22 reimbursement to Plaintiffs and similarly situated employees for use of their cell phones.

23 118. In addition, at times Plaintiffs and similarly situated employees would be required to
24 use their own vehicle and gas to drive as part of their job duties (including, e.g., to bring keys that
25 were needed at another location, or to undergo drug testing). Despite that California law requires
26 employers to indemnify employees for the costs associated with the use of an employee's own vehicle
27 and gas; DEFENDANTS failed to indemnify employees when they used their own vehicles and gas
28 to drive as part of their job duties. This practice resulted in Plaintiffs and all other similarly situated

employees not receiving adequate indemnification in compliance with California law.

119. As a direct and proximate result of DEFENDANTS' violation of Labor Code section 2802, Plaintiffs and other Indemnification Class Members have suffered irreparable harm and monetary damages. Plaintiffs, on behalf of themselves and on behalf of the Indemnification Class, seek damages and all other relief allowable including indemnification for the use of their cell phones, vehicles, and gas pursuant to Labor Code section 2802.

TENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS

CODE SECTION 17200, *et seq.*

**(Against DEFENDANTS BRINK'S, INCORPORATED, DUNBAR ARMORED, INC. and
DOES 1 to 50 by the California Class)**

120. Plaintiffs incorporate all paragraphs above as if fully alleged herein.

121. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code Section 17200. This unfair conduct includes DEFENDANTS' use of policies and procedures which resulted in DEFENDANTS' failure to provide: payment of wages for all hours worked; payment of overtime at the legal rate of pay; reporting time pay; all legally required meal or rest periods or premium wages; complete and accurate wage statements; timely payment of final wages and wages during their employment, and indemnification all as described in more detail above. Due to DEFENDANTS' unfair and unlawful business practices in violation of the Labor Code, DEFENDANTS have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations under the Labor Code as described in more detail above.

122. As a result of DEFENDANTS' unfair competition as alleged herein, Plaintiffs and members of the California Class have suffered injury in fact and lost money or property, for unpaid wages and unpaid indemnification as described in more detail above.

123. Pursuant to Business and Professions Code Section 17203, Plaintiffs and members of the California Class are entitled to restitution of all unpaid monies (unpaid minimum wage and overtime for all hours worked; unpaid properly calculated overtime wages; unpaid reporting time pay;

1 unpaid meal period and rest period wages; unpaid indemnification) and other monies rightfully
2 belonging to them that DEFENDANTS failed to pay them and wrongfully retained by means of their
3 unlawful and unfair business practices.

4
5 **PRAYER FOR RELIEF**

6 **WHEREFORE, PLAINTIFFS, ON THEIR BEHALF AND ON BEHALF OF THOSE**
7 **SIMILARLY SITUATED, THE STATE OF CALIFORNIA FOR PLAINTIFFS, AND THOSE**
8 **AGGRIEVED, PRAY AS FOLLOWS:**

9 **ON THE FIRST CAUSE OF ACTION:**

10 1. That the Defendants be found to have violated the provisions of the Labor Code and
11 the IWC Wages Orders as to the Plaintiffs and current or former employees;

12 2. For any and all legally applicable penalties during the relevant statute of limitations
13 subject to any permissible tolling, including but not limited to that recoverable under California Labor
14 Code, including but not limited to sections 2699(f), 210, 226, 226.3, 558, 1197.1 and/or 2699(f)(2)
15 or other applicable statutory provision providing for civil penalties for the aforementioned violations.

16 3. For attorneys' fees and costs of suit, including but not limited to that recoverable under
17 California Labor Code section 2699(g); and,

18 4. For such and other further relief, in law and/or equity, as the Court deems just or
19 appropriate.

20 **ON THE SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH,**
21 **AND TENTH CAUSES OF ACTION:**

22 1. That the Court determine that this action may be maintained as a class action (for the
23 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
24 Procedure section 382 and any other applicable law;

25 2. That the named Plaintiff be designated as class representative for the California Class
26 (and all sub-classes thereof);

27 3. A declaratory judgment that the practices complained herein are unlawful.

28 **ON THE SECOND CAUSE OF ACTION:**

1. That the Defendants be found to have violated the minimum wage provisions and overtime provisions of the Labor Code and the IWC Wages Orders as to the Plaintiffs and the Minimum Wage Class and Overtime Wage Class;

2. For damages, according to proof, including unpaid wages during the relevant statute of limitations subject to any permissible tolling;

3. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling;

4. For liquidated damages pursuant to Labor Code section 1194.2;

5. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 1194, and post-judgment interest;

6. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 1194; and,

7. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That the Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wages Orders as to the Plaintiffs and the Regular Rate Class;

2. For damages, according to proof, including unpaid wages during the relevant statute of limitations subject to any permissible tolling;

3. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling;

4. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 1194, and post-judgment interest;

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 1194; and,

6. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1 1. That the Defendants be found to have violated the minimum wage provisions requiring
2 reporting time pay of the Labor Code and the IWC Wages Orders as to the Plaintiffs and the Reporting
3 Time Pay Class;

4 2. For damages, according to proof, including but not necessarily limited to unpaid
5 wages;

6 3. For any and all legally applicable penalties;

7 4. For liquidated damages pursuant to Labor Code section 1194.2;

8 5. For pre-judgment interest, including but not limited to that recoverable under
9 California Labor Code sections 218.5 and 1194, and post-judgment interest;

10 6. For attorneys' fees and costs of suit, including but not limited to that recoverable under
11 California Labor Code section 1194; and,

12 7. For such and other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE FIFTH CAUSE OF ACTION:**

15 1. That the Defendants be found to have violated the meal break provisions of the Labor
16 Code and the IWC Wages Orders as to the Plaintiffs and the Meal Period Class;

17 2. For damages, according to proof, including unpaid wages;

18 3. For any and all legally applicable penalties;

19 4. For pre-judgment interest, including but not limited to that recoverable under
20 California Labor Code section 218.6, and post-judgment interest; and

21 5. For such and other further relief, in law and/or equity, as the Court deems just or
22 appropriate.

23 **ON THE SIXTH CAUSE OF ACTION:**

24 1. That the Defendants be found to have violated the rest break provisions of the Labor
25 Code and the IWC Wages Orders as to the Plaintiffs and the Rest Period Class;

26 2. For damages, according to proof, including unpaid wages;

27 3. For any and all legally applicable penalties;

28 4. For pre-judgment interest, including but not limited to that recoverable under

1 California Labor Code section 218.6, and post-judgment interest; and

2 5. For such and other further relief, in law and/or equity, as the Court deems just or
3 appropriate.

4 **ON THE SEVENTH CAUSE OF ACTION:**

5 1. That the Defendants be found to have violated the provisions of the Labor Code
6 regarding proper itemized paystubs as to the Wage Statement Class;

7 2. For damages and/or penalties, according to proof, including damages and/or statutory
8 penalties under Labor Code section 226(e) and any other legally applicable damages or penalties
9 incurred during the relevant statute of limitations subject to any permissible tolling;

10 3. For pre-judgment interest and post-judgment interest;

11 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
12 under California Labor Code section 226(e); and,

13 5. For such and other further relief, in law and/or equity, as the Court deems just or
14 appropriate.

15 **ON THE EIGHTH CAUSE OF ACTION:**

16 1. That the Defendants be found to have violated the provisions of the Labor Code
17 regarding timely payment of wages due upon resignation or termination or during employment as to
18 the Waiting Time Class and Earned Wages Class;

19 2. For damages and/or penalties, according to proof, including damages and/or statutory
20 penalties under Labor Code sections 203 and/or 210 and any other legally applicable damages or
21 penalties during the relevant statute of limitations subject to any permissible tolling; and,

22 3. For such and other further relief, in law and/or equity, as the Court deems just or
23 appropriate.

24 **ON THE NINTH CAUSE OF ACTION:**

25 1. That the Defendants be found to have violated the provisions of the Labor Code
26 regarding indemnification of costs Indemnification Class;

27 2. For damages, according to proof, including damages under Labor Code sections 2802
28 and any other legally applicable damages during the relevant statute of limitations subject to any

permissible tolling;

3. For pre-judgment interest and post-judgment interest;

4. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 2802; and,

3. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE TENTH CAUSE OF ACTION:

1. That the Defendants be found to have violated Business and Professions Code section 17200 for the conduct alleged herein as to all Classes;

2. A declaratory judgment that the practices complained herein are unlawful;

3. For restitution to the full extent permitted by law; and,

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate

DEMAND FOR JURY TRIAL

PLAINTIFFS LUIS SANCHEZ, ENRIQUE QUIAZON, MARITA QUIAZON, AND JOSE ANGEL CRUZ demand a trial by jury for themselves, the Class, and all other aggrieved employees on all claims so triable.

Dated: March 23, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

Joseph Lavi, Esq.

Jordan D. Bello, Esq.

Attorneys for PLAINTIFF

LUIS SANCHEZ and Other Class Members

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On April 4, 2023, I served the foregoing document entitled:

• FIRST AMENDED COMPLAINT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

Spencer C. Skeen Tim L. Johnson Jesse C. Ferrantella Jennifer P. Suberlak OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 4370 La Jolla Village Drive, Suite 990 San Diego, CA 92122 Telephone: 858-652-3100 Facsimile: 858-652-3101 spencer.skeen@ogletree.com tim.johnson@ogletree.com jesse.ferrantella@ogletree.com Jennifer.suberlak@ogletree.com <i>Attorneys for Defendant:</i> BRINK'S, INCORPORATED	Joseph Lavi Jordan D. Bello LAVI & EBRAHIMIAN, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Telephone: (310) 432-0000 Facsimile: (310) 432-0001 jlavi@lelawfirm.com jbello@lelawfirm.com Sahag Majarian II LAW OFFICES OF SAJAG MAJARIAN II 18250 Ventura Blvd. Tarzana, CA 91356 Telephone: (818) 609-0807 Facsimile: (818) 609-0892 sahagii@aol.com <i>Attorneys for Plaintiff</i>
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- ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (Cal Code Civ. Proc. § 1013(a); Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).)
- ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (Cal Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)
- ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (Cal. Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)
- ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc. 5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on April 4, 2023, at Irvine, California.

4 

5 _____
Jacquelyn Enciso