

1 Larry W. Lee (State Bar No. 228175)
2 **DIVERSITY LAW GROUP, P.C.**

3 515 S. Figueroa St., Suite 1250
4 Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

5 Attorneys for PLAINTIFF
6 (Additional Plaintiff's Counsel on Next Page)

FILED
Superior Court Of California,
Sacramento

07/19/2021

rsanmiguel

By _____, Deputy

Case Number:

34-2021-00293969

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10 STEVEN SCOTT, individually and on behalf of Case No. 34-2021-00293969-CU-OE-GDS
11 all others similarly situated,

12 Plaintiff,

13 vs.

14 AMERICAN PROTECTION GROUP, INC., a
15 California corporation; and DOES 1 through 50,
16 inclusive,

17 Defendants.

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

DEMAND OVER \$25,000

BY FAX

ADDITIONAL COUNSEL

Dennis S. Hyun (State Bar No. 224240)

HYUN LEGAL, APC

515 S. Figueroa St., Suite 1250

Los Angeles, California 90071

(213) 488-6555

(213) 488-6554 facsimile

Edward W. Choi, Esq. SBN 211334

LAW OFFICES OF CHOI & ASSOCIATES

515 S. Figueroa St., Suite 1250

Los Angeles, CA 90071

Telephone: (213) 381-1515

Facsimile: (213) 465-4885

Email: edward.choi@choiandassociates.com

WILLIAM L. MARDER, ESQ. (CBN 170131)

Polaris Law Group LLP

501 San Benito Street, Suite 200

Hollister, CA 95023

Tel: (831) 531-4214

Fax: (831) 634-0333

1 Plaintiff Steven Scott ("Plaintiff"), hereby submits this representative Complaint against
2 Defendants American Protection Group, Inc. ("American Protection" or "Defendant"), and Does 1-50
3 (hereinafter collectively referred to as "Defendants"), as a proxy for the State of California on behalf of
4 himself and all aggrieved employees of Defendants for penalties pursuant to the Private Attorney
5 Generals Act of 2004 (the "PAGA"), codified under Labor Code §2698, *et esq.* as follows:

6 **INTRODUCTION**

7 1. This action is within the Court's jurisdiction under the PAGA.

8 2. The Complaint challenges systemic illegal employment practices resulting in violations
9 of the California Labor Code against employees of Defendants.

10 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
11 severally have acted intentionally and with deliberate indifference and conscious disregard to the rights
12 of all employees by failing to keep accurate records, failing to pay overtime and minimum wages for all
13 hours worked, failing to provide duty free meal and rest breaks, and failing to reimburse business
14 expenses.

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

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

23 **JURISDICTION AND VENUE**

24 6. The Court has jurisdiction over the violations of the California Labor Code §§2698, *et*
25 *seq.*

26 7. Venue is proper in Sacramento County because Defendant does business in Sacramento
27 County and Plaintiff worked for Defendant in Sacramento County.

28 **PARTIES**

8. Plaintiff was previously employed by Defendants as an hourly, non-exempt security

guard. On or about January 7, 2021, Plaintiff's employment ended. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2698, *et seq.* and 2802, and the applicable IWC Wage Orders.

9. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a California corporation doing business in the State of California providing security services. Plaintiff is informed and believes and based thereon alleges that Defendant maintains its headquarters at 8551 Vesper Avenue, Panorama City, CA 91402.

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

11. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7, 512, 510, 558, 1194, 1197, 1197.1, and 2802, the IWC Wage Orders and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

14. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-defendants and was acting within the course and scope

of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

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

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the violations as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the violations as herein alleged.

FIRST CAUSE OF ACTION

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

(BY PLAINTIFF AS A PROXY OF THE STATE OF CALIFORNIA AGAINST ALL DEFENDANTS)

17. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 16 though fully set forth herein.

18. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 512, 558, 1194, 1197, 1197.1, and 2802, from July 13, 2019 through the present, arising from Defendant(a) failing to provide accurate, itemized wage statements in violation of Labor Code § 226; (b) failing to pay minimum, regular, and/or overtime wages for all hours worked, including without limitation, time that Plaintiff and aggrieved employees spent maintaining and cleaning uniforms in violation of Labor Code §§ 201-204, 558, 1194, 1197, 1197.1; (c) failing to reimburse employees for costs of using their personal cell phones in violation of Labor Code § 2802; (d) failing to reimburse employees for the costs of purchasing, cleaning, and maintaining uniforms in violation of Labor Code § 2802; (e) failing to provide employees rest and meal periods in violation of Labor Code §§ 226.7 and 512; (f) failing to pay all wages upon the separation of employment in violation of Labor

Code §§ 201-203; (g) unlawfully deducting wages and requiring patronage of Defendant's products in violation of Labor Code §§ 221 and 450. Specifically, Plaintiff and Aggrieved Employees were not provided proper and accurate itemized wage statements identifying all hours worked and payment for all minimum and overtime wages. Plaintiff and Aggrieved Employees were also required to spend time off-the-clock maintaining and cleaning their uniforms at home. As a result, Plaintiff and Aggrieved Employees were not paid all applicable overtime and minimum wages spent cleaning and maintaining his uniform while he was at home. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for all business expenses. More specifically, Defendants failed to reimburse Plaintiff and Aggrieved Employees for the costs they incurred as a result of using their personal cell phones for work purposes and having to clean and maintain their uniforms. Plaintiff and Aggrieved Employees whose employment have ended have not been paid all of their final wages in violation of Labor Code §§ 201-203.

19. On or about January 7, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code §§ 201-204, 221, 226, 226.7, 450, 510, 512, 558, 1194, 1197, 1197.1, and 2802, pursuant to Labor Code § 2698, *et seq.*, the "PAGA".

20. As of the date of this filing, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice; thus, allowing Plaintiff to proceed under the PAGA against Defendant for said violations. Therefore, Plaintiff may seek any and all applicable penalties under PAGA on behalf of the State of California and all aggrieved employees.

21. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violation of Labor Code §§ 201-204, 221, 226, 226.3, 226.7, 450, 510, 512, 558, 1194, 1197, 1197.1, and 2802 for the time periods described above, as a proxy for the State of California and on behalf of other Aggrieved Employees.

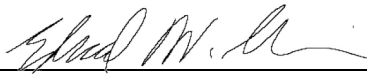
PRAYER FOR RELIEF

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

1. For penalties pursuant to Labor Code §§ 226.3 and 2699;
2. For attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1); and
3. For such other and further relief as the Court may deem just and proper.

DATED: July 16, 2021

LAW OFFICES OF CHOI & ASSOCIATES, P.C.

By: 
Edward W. Choi
Attorneys for PLAINTIFF

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On July 16, 2021, I served the foregoing document(s) described as: **FIRST AMENDED COMPLAINT FOR VIOLATION OF LABOR CODE § 2698, ET SEQ.**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Anthony Brown
Agent for Service of Process
c/o AMERICAN PROTECTION GROUP, INC., a California Corporation
8551 Vesper Ave.,
Panorama City, CA 91402

 X

BY MAIL

 X

As follows: I am "readily familiar" with the practice of Choi & Associates, Attorneys at Law for collection and processing of correspondence for mailing with the United States Postal Service and that correspondence placed in the outgoing mail tray in my office for collection would be deposited in the United States Mail that same day in the ordinary course of business.

BY ELECTRONIC SERVICE

I caused a true and complete copy of the document(s) described above to be served on the offices and person(s) set forth above via electronic mail.

Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

 X

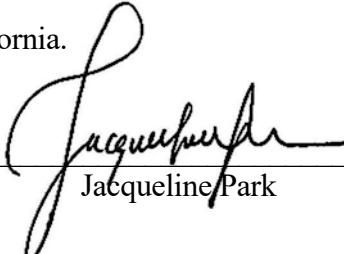
(State)

I declare under penalty of perjury that the foregoing is true and correct.

(Federal)

I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on July 16, 2021, at Los Angeles, California.



Jacqueline Park