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Attorneys for PLAINTIFFS ELMER
ALFARO and CHRISTINE WILLIAMS
individually, and on behalf of all aggrieved
employees

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

ELMER ALFARO and CHRSTINE
WILLIAMS, individually, and on behalf of all
aggrieved employees

PLAINTIFFS,

vs.

ACTS-AVIATION SECURITY, INC., a
Delaware corporation and DOES 1 through 50,
inclusive,

Defendants

CASE NO.: **21STCV39474**

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 PLAINTIFFS ELMER ALFARO and CHRISTINE WILLIAMS (“PLAINTIFFS”)
2 individually and on behalf of all other aggrieved employees, demanding a jury trial, hereby allege
3 as follows:

4 **INTRODUCTION**

5 1. PLAINTIFFS bring this action on behalf of themselves and all other aggrieved
6 employees of Defendants ACTS-AVIATION SECURITY, INC., a Delaware corporation and
7 DOES 1 through 50, inclusive, (collectively “DEFENDANTS”) to recover penalties arising from
8 unpaid wages earned and due, including but not limited to unpaid and illegally calculated
9 overtime compensation, illegal meal and rest period policies, failure to pay all wages due to
10 discharged or quitting employees, failure to maintain required records, failure to provide accurate
11 itemized wage statements, failure to timely pay wages during employment, failure to indemnify
12 employees for necessary expenditures and/or losses incurred in discharging their duties.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFFS are residents of the State of California, and DEFENDANTS are qualified to do
16 business in California and regularly conduct business in California. Further, no federal question
17 is at issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of Los Angeles, California
19 because PLAINTIFFS, and other persons similarly situated, performed work for DEFENDANTS
20 in the County of Los Angeles. DEFENDANTS maintain offices and facilities and transact
21 business in the County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and
22 practices which are the subject of this action were applied, at least in part, to PLAINTIFFS, and
23 other persons similarly situated, in the County of Los Angeles.

24 **PARTIES**

25 4. PLAINTIFF ALFARO is a citizen and resident of the State of California. At times
26 material to this complaint, PLAINTIFF ALFARO was employed by DEFENDANTS in the State
27 of California as a non-exempt employee.

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1 5. PLAINTIFF WILLIAMS is a citizen and resident of the State of California. At
2 times material to this complaint, PLAINTIFF WILLIAMS was employed by DEFENDANTS in
3 the State of California as a non-exempt employee.

4 6. PLAINTIFFS are informed and believes, and thereon alleges, that DEFENDANT
5 ACTS-AVIATION SECURITY, INC. is authorized to conduct business in the State of California,
6 and does conduct business in the State of California. Specifically, DEFENDANT ACTS-
7 AVIATION SECURITY, INC. maintains offices and facilities and conducts business in, and
8 engages in illegal payroll practices or policies in, the County of LOS ANGELES, State of
9 California.

10 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious
12 names. PLAINTIFFS are informed and believes, and thereon alleges, that each defendant
13 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
14 that PLAINTIFFS and other aggrieved employees' injuries and damages, as alleged herein, were
15 proximately caused by the conduct of such DOE defendants. PLAINTIFFS will seek leave of the
16 court to amend this complaint to allege the true names and capacities of such DOE defendants
17 when ascertained.

18 8. At all relevant times herein, DEFENDANTS were the joint employers of
19 PLAINTIFFS and other aggrieved employees. PLAINTIFFS is informed and believes, and
20 thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos,
21 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
22 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
23 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
24 co-defendant, and each was the alter ego of the other.

25 9. At all relevant times herein, PLAINTIFFS and other aggrieved employees were
26 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
27 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
28 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying

1 PLAINTIFFS and other aggrieved employees all wages earned and due, through methods and
2 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
3 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
4 itemized statements for each pay period; failing to timely pay wages during employment; failing
5 to properly compensate PLAINTIFFS and other aggrieved employees for necessary expenditures;
6 and requiring, permitting or suffering the employees to work off the clock, in violation of the
7 California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission
8 (“IWC”) Wage Order.

9 10. PLAINTIFFS are informed and believes, and thereon alleges, that, that each and
10 every one of the acts and omissions alleged herein were performed by, and/or attributable to, all
11 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
12 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
13 and scope of said agency, employment and/or direction and control.

14 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
15 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
16 provision regulating minimum wages or hours and days of work in any order of the Industrial
17 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 12. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
20 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
21 current and former non-exempt aggrieved employees of DEFENDANTS in the State of California
22 at any time within the period beginning one (1) year and sixty five (65) days prior to the filing of
23 this action, and ending at the time this action settles or proceeds to final judgment (“PENALTY
24 PERIOD”).

25 13. Pursuant to Labor Code § 2699.3, PLAINTIFFS gave written notice by online
26 filing on January 22, 2021 to the California Labor and Workforce Development Agency
27 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
28 and IWC Wage Orders alleged to have been violated, including the facts and theories to support

1 the alleged violations. PLAINTIFFS have not received any response from the LWDA. As
2 PLAINTIFFS have waited more than sixty-five (65) days from the January 22, 2021 postmark
3 date of PLAINTIFFS's written notice before filing this action, PLAINTIFFS have complied with
4 all of the requirements set forth in Labor Code § 2699.3 to commence a representative action
5 under PAGA.

6 **FACTUAL ALLEGATIONS**

7 **Failure to Provide Required Meal Periods**

8 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11]**

9 14. During the PENALTY PERIOD, as part of DEFENDANTS' illegal policies and
10 practices to deprive their current and former non-exempt employees all wages earned and due,
11 DEFENDANTS required, suffered or permitted PLAINTIFFS and other aggrieved employees to
12 take less than the 30-minute meal period, or to work through them, and have failed to otherwise
13 provide the required meal periods to PLAINTIFFS and other aggrieved employees pursuant to
14 Labor Code §§ 226.7 and 512 and IWC Order No. 4-2001, § 11.

15 15. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
16 Order No. 4-2001, §11 by failing to compensate PLAINTIFFS and other aggrieved employees
17 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
18 one additional hour of compensation at each employee's regular rate of pay for each workday that
19 a meal period was not provided.

20 **Failure to Provide Required Rest Periods**

21 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 4-2001, § 12]**

22 16. At all times relevant herein, as part of DEFENDANTS' illegal policies and
23 practices to deprive their current and former non-exempt employees all wages earned and due,
24 DEFENDANTS failed to provide rest periods to PLAINTIFFS and other aggrieved employees as
25 required under Labor Code § 226.7, and IWC Wage Order No. 4-2001, § 12 .

26 17. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 4-
27 2001, § 12 by failing to pay PLAINTIFFS and other aggrieved employees who were not provided
28 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of

1 compensation at each employee's regular rate of pay for each workday that a rest period was not
2 provided.

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

5 18. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001, § 3
6 DEFENDANTS are required to compensate PLAINTIFFS and other aggrieved employees for all
7 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
8 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
9 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
10 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
11 on the seventh consecutive day of work in any workweek.

12 19. PLAINTIFFS and other aggrieved employees are current and former non-exempt
13 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
14 IWC Wage Order No. 4-2001. During the PENALTY PERIOD, DEFENDANTS failed to
15 compensate PLAINTIFFS and other aggrieved employees for all overtime hours worked as
16 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other
17 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
18 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring,
19 suffering or permitting PLAINTIFFS and other aggrieved employees to work off the clock;
20 requiring, permitting or suffering PLAINTIFFS and other aggrieved employees to work through
21 meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and other aggrieved
22 employees worked; failing to properly maintain PLAINTIFFS's and other aggrieved employees'
23 records; failing to provide accurate itemized wage statements to PLAINTIFFS for each pay
24 period; and other methods to be discovered.

25 20. DEFENDANTS have knowingly and willfully refused to perform their obligations
26 to compensate PLAINTIFFS and other aggrieved employees for all wages earned and all hours
27 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 4-2001, § 3.

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1 **Failure to Pay Minimum Wages**

2 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

3 21. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-
4 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
5 worked in a payroll period is unlawful.

6 22. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 4-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other aggrieved employees the applicable minimum wages for all hours
9 worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other aggrieved employees to work off the clock; requiring, suffering or
11 permitting PLAINTIFFS and other aggrieved employees to work through meal breaks; illegally
12 and inaccurately recording time in which PLAINTIFFS and other aggrieved employees worked;
13 failing to properly maintain PLAINTIFFS's and other aggrieved employees' records; failing to
14 provide accurate itemized wage statements to PLAINTIFFS and other aggrieved employees for
15 each pay period; and other methods to be discovered.

16 **Failure to Timely Pay Wages During Employment**

17 **[Cal. Labor Code § 204]**

18 23. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

26 24. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
27 to timely pay PLAINTIFFS and other aggrieved employees all the wages for labor performed by
28 the next regular payroll period as required by California Labor Code § 204.

1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Cal. Labor Code §§ 201, 202, 203]**

3 25. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
4 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
5 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

7 26. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
8 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to
10 quit, in which case the employee is entitled to his or wages at the time of quitting.

11 27. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
12 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
13 employer is liable for waiting time penalties in the form of continued compensation to the
14 employee at the same rate for up to 30 workdays.

15 28. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
16 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
17 PLAINTIFFS and other aggrieved employees who were discharged or quit his or her
18 employment.

19 **Failure to Maintain Required Records**

20 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 4-2001, § 7]**

21 29. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
22 policies and practices to deprive PLAINTIFFS and other aggrieved employees of all wages
23 earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as
24 required under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 13-200, § 7,
25 including but not limited to the following records: total daily hours worked by each employee;
26 applicable rates of pay; all deductions; meal periods; time records showing when each employee
27 begins and ends each work period; and accurate itemized statements.

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1 of her his or her duties, or of his or her obedience to the directions of the employer.

2 34. During the PENALTY PERIOD, DEFENDANTS failed to indemnify
3 PLAINTIFFS and other aggrieved employees for all business expenses and/or losses incurred in
4 direct consequence of the discharge of their duties while working under the direction of
5 DEFENDANTS, including but not limited to expenses for personal cell phone usage and other
6 employment-related expenses, in violation of Labor Code § 2802.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

9 **[Cal. Labor Code § 2698, *et seq.*]**

10 **(Against All DEFENDANTS)**

11 35. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
12 the allegations in paragraphs 1 through 33.

13 36. PLAINTIFFS is an “aggrieved employees” within the meaning of Labor Code §
14 2699(c), and proper representatives to bring a civil action on behalf of themselves and other
15 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
16 specified in Labor Code § 2699.3, because PLAINTIFFS was employed by DEFENDANTS and
17 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
18 PENALTY PERIOD.

19 37. PLAINTIFFS seeks to recover civil penalties through a representative action
20 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
21 Cal.4th 969. Thus, class certification is not required.

22 38. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seeks to recover civil
23 penalties from DEFENDANTS in a representative action for the violations set forth above,
24 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
25 512, 1174(d), 1194, 1197, 1198, and 2802.

26 39. Pursuant to Labor Code § 2699(a), PLAINTIFFS seeks civil penalties for
27 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
28 provided, including but not limited to the following:

- 1 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
2 DEFENDANTS are subject to a civil penalty in the amount of one hundred
3 dollars (\$100) for the initial violation for each failure to pay each employee
4 and two hundred dollars (\$200) per employee for violations in subsequent
5 pay periods.
- 6 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
7 DEFENDANTS are subject to a civil penalty in the amount of two hundred
8 and fifty dollars (\$250) per aggrieved employee for the initial pay period
9 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
10 employee for violations in subsequent pay periods.
- 11 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
12 on behalf of an employer who violates, or causes to be violated, a section
13 of this chapter or any provision regulating hours and days of work in any
14 order of the Industrial Welfare Commission,” including Labor Code §§ 510
15 and 512, shall be subject to a civil penalty, in addition to any other penalty
16 provided by law, of fifty dollars (\$50) for initial violations for each
17 underpaid employee for each pay period for which the employee was
18 underpaid and one hundred dollars (\$100) for each subsequent violation for
19 each underpaid employee for each pay period for which the employee was
20 underpaid. In addition, PLAINTIFFS seek civil penalties in the amount
21 sufficient to recover unpaid wages owed to aggrieved employees pursuant
22 to Labor Code § 558(a).
- 23 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
24 DEFENDANTS are subject to a civil penalty of five hundred dollars
25 (\$500).
- 26 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
27 paid to any employee a wage less than the minimum fixed by an order of
28 the commission, shall be subject to a civil penalty as follows: for any initial

violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

40. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

41. PLAINTIFFS additionally seeks reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other aggrieved employees, prays for relief against DEFENDANTS as follows:

1. For civil penalties according to proof, including but not limited to the amount of any unpaid wages of PLAINTIFFS and other aggrieved employees and all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or any other applicable provisions providing for attorney's fees and costs; and

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1 4. For such further relief that the Court may deem just and proper.

2
3 DATED: October 26, 2021

Respectfully submitted,

4 **MATERN LAW GROUP, PC**

5
6 By: _____



7 Matthew J. Matern
8 Tagore O. Subramaniam
9 Sydney A. Adams
10 Attorneys for PLAINTIFFS
11 ELMER ALFARO and CHRISTINE
12 WILLIAMS, individually, and on behalf of
13 all aggrieved employees

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DATED: October 26, 2021

MATERN LAW GROUP, PC

True Love !!

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