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Attorneys for Plaintiff DONALD DUMAS, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

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

DONALD DUMAS, on behalf of himself and
 all others similarly aggrieved employees,

Plaintiff,

v.

ALLIED NATIONWIDE SECURITY, INC., a
 California Corporation; AJMAL NOMAIR, an
 individual; and DOES 1- 50, Inclusive,

Defendants,

Case No. **21STCV26647**

COMPLAINT

**1. Civil Penalties under the Private
 Attorneys General Act (PAGA)**

Plaintiff, DONALD DUMAS, as a representative of the State of California and the Labor and Workforce Development Agency (LWDA), and on behalf of Plaintiff and other current and former employees, complains and alleges as follows:

1 **INTRODUCTION**

2 1. This is a representative action brought by Plaintiff, as a representative of the State
3 of California and the LWDA, and on behalf of Plaintiff and other similarly aggrieved employees,
4 to collect civil penalties for Defendants' Labor Code violations.

5 2. Defendants and employer, ALLIED NATIONWIDE SECURITY, INC., a
6 California corporation, and AJMAL NOMAIR, an individual (collectively referred to as
7 "Defendants") violated numerous wage and hour laws with respect to Plaintiff and other
8 aggrieved employees by failing to provide, for example: accurate and itemized wages statements,
9 payment for all hours worked (including regular wages and overtime), failure to provide a
10 minimum wage lawful meal periods, lawful rest periods, timely payment during employment,
11 failure to reimburse for expenses incurred during the course and scope of employment, and
12 payment upon separation of employment.

13 **PARTIES**

14 **The Plaintiff**

15 3. Plaintiff is, and at all times herein mentioned was, a resident of the County of Los
16 Angeles. Similarly aggrieved, former and/or current employees are those non-exempt employees
17 employed by Defendants during the relevant time period who were subject to the same wage and
18 hour policies/practices as Plaintiff, and thereby suffered similar or substantially similar
19 violations ("Aggrieved Employees").

20 **The Defendants**

21 4. Defendant ALLIED NATIONWIDE SECURITY, INC. ("Allied"), is a California
22 corporation which, at all relevant times mentioned herein, existing, doing business and employing
23 individuals in the County of Los Angeles, State of California.

24 5. Defendant AJMAL NOMAIR ("Nomair"), an individual, is at all relevant times
25 mentioned herein, a resident within the State of California and the County of Los Angeles.
26 Plaintiff is informed and believes, and thereon alleges, that Defendant Ajmal Nomair was the
27 employer and/or was a "person acting on behalf of the employer" and a managing agent within
28 the meaning of California Labor Code § 558.1.

1 6. Plaintiff is further informed and thereon alleges, that Defendants, and each of
2 them, exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
3 conditions.

4 7. The true names and capacities, whether individual, corporate, associate, or
5 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
6 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
7 amend this Complaint to insert the true names and capacities of said Defendants when the same
8 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
9 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is
10 therefore liable to Plaintiff as alleged hereinafter.

11 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times
12 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
13 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
14 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
15 least in part within the course and scope of said agency, employment, conspiracy, joint
16 employment, alter ego status, and/or joint venture and with the permission and consent of each of
17 the other Defendants.

18 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
19 and each of them, including those Defendants named DOES 1-50, acted in concert with one
20 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
21 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
22 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
23 each of them, including those Defendants named as DOES 1-50, formed and executed a
24 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
25 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
26 to and actually causing Plaintiff harm.
27
28

1 10. Whenever and wherever reference is made in this Complaint to any act or failure
2 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
3 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

4 **JURISDICTION AND VENUE**

5 11. Venue is proper in Los Angeles County, because Defendants maintain its
6 locations and transacts business in this county, the obligations and liability primarily arise in this
7 county, and work was primarily performed by Plaintiff and other Aggrieved Employees in this
8 county.

9 12. The California Superior Court has jurisdiction over this matter. The individual
10 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
11 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
12 amount required for diversity removal. Further, there is no federal question at issue as the issues
13 herein are based solely on California statutes and law, including, but not limited to, the California
14 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
15 and California Rules of Court.

16 **GENERAL ALLEGATIONS**

17 13. Defendants employed Plaintiff as a security officer from on or about July 20, 2020
18 to September 20, 2020.

19 14. At all relevant times herein, Defendants employed Plaintiff and other Aggrieved
20 Employees as non-exempt employees. Aggrieved Employees mean and refer to all persons who
21 worked for Defendants as all non-exempt employees at any time during the specified relevant
22 time period and were subject to the same wage and hour practices and policies as Plaintiff.

23 15. On many occasions, Plaintiff and Aggrieved Employees would work more than
24 8 hours per day or 40 hours per week without overtime pay. Plaintiff and similarly Aggrieved
25 Employees would not receive all compensable work time or their work time was illegally
26 rounded. Similarly Aggrieved Employees would be paid overtime at an illegally calculated rate.

27 16. Defendants regularly did not have enough employees to provide sufficient
28 coverage to maintain their business operations so Plaintiff and similarly Aggrieved Employees

1 could not take complete, timely and uninterrupted meal and rest breaks.

2 17. In an effort to curtail labor costs, Defendants regularly and consistently did not
3 have enough staff employees to provide sufficient coverage to both maintain their business
4 operations and provide legally mandated meal and rest periods, despite reasonably foreseeable
5 work load, so Plaintiff and similarly Aggrieved Employees could not take complete, timely and
6 uninterrupted meal and rest breaks because Defendants prioritized completion of daily duties
7 ahead of meal and rest period compliance.

8 18. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
9 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
10 departments, divisions, commissions, boards, agencies or employees for violation of the code
11 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
12 behalf of himself or herself and other current or former employees pursuant to the procedures
13 specified in Labor Code section 2699.3.

14 19. For all provisions of the Labor Code except those for which a civil penalty is
15 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendants a
16 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
17 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
18 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

19 20. Defendants' conduct during the PAGA period with respect to Plaintiff and the
20 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

21 21. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage
22 and hour violations under the California Labor Code and IWC Wage Orders.

23 22. At all relevant times herein, Defendants employed Plaintiff and other Aggrieved
24 Employees as non-exempt employees holding various positions and who experienced the
25 violations set forth in this Complaint.

26 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
28

1 wages for all hours worked, including the applicable minimum, regular, and overtime wages,
2 and that they were not receiving all wages earned for work that was required to be performed. In
3 violation of the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and
4 Aggrieved Employees' for all hours worked. Accordingly, Defendants failed to pay Plaintiff and
5 Aggrieved Employees all earned minimum, regular, and/or overtime compensation.

6 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and aggrieved employees were entitled to receive all
8 required meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
9 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal
10 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
11 and policy of not providing timely meal periods. Defendants failed to pay an additional hour of
12 pay to Plaintiff and Aggrieved Employees for late meal periods. As a result of Defendants'
13 unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive all meal periods
14 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular
15 rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.
16

17 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
19 required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
20 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest
21 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
22 and policy of not providing timely rest periods. Defendants failed to pay an additional hour of
23 pay to Plaintiff and Aggrieved Employees for each rest period not provided or was interrupted.
24 As a result of Defendants' unlawful policy and practice, Plaintiff and Aggrieved Employees did
25 not receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff's
26 and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted
27 10 minute off-duty rest period.
28

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and certain Aggrieved Employees were entitled to
2 timely payment of wages due upon separation of employment. In violation of the Labor Code,
3 Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within
4 permissible time periods, upon separation of employment.

5 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
7 itemized wage statements that accurately showed their actual hours worked, total hours worked,
8 number of hours worked at each hourly rate, gross and net wages earned, and correct employer
9 information in accordance with California law. In violation of the Labor Code, Plaintiff and
10 Aggrieved Employees were not provided with accurate itemized wage statements that accurately
11 reported their gross and net wages earned, total hours worked, each applicable rate of pay in
12 effect during the pay period with the corresponding number of hours worked, and the address of
13 the legal entity that is the employer, among other things.
14

15 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Defendant was required to maintain accurate records of the hours
17 worked by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendant failed
18 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
19 unfair rounding practices, among other things.

20 **FIRST CAUSE OF ACTION**

21 **(Civil Penalties Under the Private Attorneys General Act,**
22 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

23 29. By this complaint, Plaintiff brings this case as a representative action seeking
24 penalties for himself, the Aggrieved Employees, and the State of California in a representative
25 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
26 employee who was employed by Defendants and subject to at least one of the Labor Code
27 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
28 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,

226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

30. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

31. Prior to filing this complaint, on February 19, 2021, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. The written notice was given via certified mail to Defendants, and the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-822240-21. A true and correct copy of Plaintiff's notice to the LWDA and Defendant(s), dated February 19, 2021. is attached hereto as **Exhibit A**.

32. The LWDA has not provided Plaintiff with any notice that it intends to investigate the violations as alleged in Plaintiff's February 19, 2021 notice, and more than 65 calendar days have elapsed since the postmark date on the notice.

33. California Labor Code §§2698-2699.5, in relevant part provides, "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency...for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

34. As an aggrieved employee, Plaintiff brings this civil action to recover civil penalties for Defendant's Labor Code violations.

FIRST VIOLATION

(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)

35. Under California Labor Code §512(a), "An employer may not employ an employee for a work period of more than five hours per day without providing the employee

1 with a meal period of not less than 30 minutes, except that if the total work period per day of the
2 employee is no more than six hours, the meal period may be waived by mutual consent of both
3 the employer and employee.”

4 36. Defendants violated Labor Code § 512 by failing to provide Plaintiff, and other
5 qualifying employees who worked shifts of greater than five hours, meal periods within the first
6 five hours of the shifts worked. Defendants failed to pay Plaintiff one hour’s pay at Plaintiff’s
7 regular rate of pay for each day Defendant failed to provide a meal period in compliance with
8 section 512.

9 **SECOND VIOLATION**

10 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

11 37. Under California Labor Code §226.7(b), “An employer shall not require an
12 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
13 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

14 38. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
15 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
16 of each work period. The authorized rest period time shall be based on the total hours worked
17 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

18 39. Defendants failed to authorize and permit Plaintiff and other employee to take
19 rest periods and mandated by the Wage Order.

20 40. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
21 one additional hour of pay at the employee’s regular rate of compensation for each workday that
22 the meal or rest or recovery period is not provided.”

23 41. Defendants failed to pay Plaintiff and other employees who were not provided
24 rest periods one hour of pay at their regular rate of pay.

25 **THIRD VIOLATION**

26 **(Failure to Provide Complete and Accurate Wage Statements,** 27 **in Violation of Labor Code Section 226)** 28

42. Under California Labor Code §226(a), an employer is legally obligated to provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing...”

43. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

FOURTH VIOLATION

(Failure to Pay Overtime Wages)

44. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an employer is required to compensate employees for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

45. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

FIFTH VIOLATION

(Failure to Pay Minimum Wages)

46. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

47. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

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1 **SIXTH VIOLATION**

2 **(Failure to Timely Pay Wages During Employment)**

3 48. Pursuant to California Labor Code § 204, for all labor performed between the 1st
4 and 15th days of any calendar month, an employer is required to pay its employees between the
5 16th and 26th day of the month during which the labor was performed. California Labor Code §
6 204 also provides that for all labor performed between the 16th and 26th days of any calendar
7 month, Defendants are required to pay their employees between the 1st and 15th day of the
8 following calendar month. In addition, California Labor Code § 204 provides that all wages
9 earned for labor in excess of the normal work period shall be paid no later than the payday of the
10 next regular payroll period.

11 49. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
12 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
13 Labor Code § 2699.

14 **SEVENTH VIOLATION**

15 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

16 50. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
17 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
18 201 mandates that if an employer discharges an employee, the employee's wages accrued and
19 unpaid at the time of discharge are due and payable immediately.

20 51. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
21 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
22 Labor Code § 2699.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff prays for the following relief:

- 25
- 26 1. For penalties in an amount according to proof;
 - 27 2. For reasonable attorney's fees and costs pursuant to the PAGA; and
 - 28 3. For such other and further relief as this Court may deem just and proper.

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3 Dated: July 20, 2021
4

Respectfully Submitted,

WORK LAWYERS, PC

5
6 By: May T. To
7 May To, Esq.
8 Attorney for Plaintiff
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Exhibit A

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