

ORIGINAL



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FILED
ALAMEDA COUNTY

MAY 26 2021

CLERK OF THE SUPERIOR COURT

By Darrell G. Drew
Deputy

8 Attorneys for Plaintiff
PETE RODRIGUEZ AND ALL AGGRIEVED
9 EMPLOYEES

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF ALAMEDA**

12 PETE RODRIGUEZ, in his representative
13 capacity, on behalf of the State of California, the
general public, and all aggrieved employees,

14 Plaintiff,

15 v.

16 CAMDEN SECURITY SERVICES, a
17 California Corporation authorized to do
business in California; WHELAN SECURITY
18 MANAGEMENT COMPANY, INC., a
Missouri Corporation authorized to do business
19 in California; WHELAN SECURITY OF
CALIFORNIA, INC., a California Corporation
20 authorized to do business in California; and
DOES 1 THROUGH 50, inclusive,

21 Defendants.
22

Case No.:

RG21101042

**REPRESENTATIVE ACTION FOR CIVIL
PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT OF
2004 (Labor Code §§ 2698 et seq.)**

23
24
25 Plaintiff Pete Rodriguez ("Plaintiff") brings this representative enforcement action in his
26 representative capacity against Defendants Camden Security Services ("Camden"), Whelan Security
27 Management Company, Inc. ("Whelan"), and Whelan Security of California, Inc. ("Whelan Cal."), and
28 DOES 1 through 50, inclusive (collectively, "Defendants"), on the following grounds:

GRAHAMHOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

FILE BY
FAX

INTRODUCTION

1
2 1. Plaintiff brings this representative enforcement action under the Private Attorneys
3 General Act of 2004 (codified in California Labor Code §§ 2698 *et seq.*, “PAGA”) on behalf of himself
4 and all other current or former non-exempt employees of Defendants in California (referred to herein as
5 “aggrieved employees”).

6 2. Plaintiff alleges that during the relevant time period Defendants engaged in wage and
7 hour violations under the California Labor Code (“Labor Code”) and the Industrial Welfare Commission
8 (“IWC”) Wage Orders by, among other things:

- 9 a. Failing to timely pay minimum and regular wages;
- 10 b. Failing to timely pay all overtime wages;
- 11 c. Failing to provide legally compliant meal periods and/or pay premium wages for
12 non-compliant meal periods;
- 13 d. Failing to provide legally compliant rest periods and/or pay premium wages for
14 non-compliant rest periods;
- 15 e. Failing to reimburse for necessary business expenses;
- 16 f. Illegally deducting wages;
- 17 g. Failing to timely pay all wages due to temporary service employees;
- 18 h. Failing to maintain accurate records;
- 19 i. Failing to furnish accurate itemized wage statements; and
- 20 j. Failing to timely pay all wages due during and upon separation of employment.

21 3. By and through this representative enforcement action, Plaintiff seeks to recover all
22 available remedies including, but not limited to, civil penalties, reasonable attorneys’ fees and litigation
23 costs, as provided under California law.

24 4. All allegations in this Complaint are based upon information and belief except those
25 allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal
26 knowledge. Each allegation in this Complaint has evidentiary support and/or is likely to have
27 evidentiary support after reasonable opportunity for further investigation and formal discovery.

28 ///

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) § 410.10 and Labor Code §§ 2698 *et seq.* Pursuant to §§ 2698 *et seq.*, Plaintiff brings this action, in his representative capacity, on behalf of himself and all other aggrieved employees.

6. This Court has personal jurisdiction over Defendants because Defendants conduct business in the state of California and has caused injuries in the county of Alameda, as well as throughout the state of California, through its acts, omissions, and violations of the Labor Code and relevant IWC Wage Order.

7. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure §§ 395(a) and 395.5. Defendants transact business in Alameda County and are otherwise within this Court’s jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the county of Alameda and throughout the state of California.

THE PARTIES

I. PLAINTIFF

8. Plaintiff Pete Rodriguez at all material times mentioned herein:

- a. Was and is a resident of the county of Alameda, California;
- b. Has been employed by and/or has otherwise performed work for Defendants as a Security Guard from approximately May 2020 through approximately December 2020;
- c. Engaged in work for Defendants in Alameda County, California;
- d. Was classified by Defendants as a non-exempt employee for purposes of the Labor Code and the IWC Wage Orders;
- e. Earned an hourly wage and was to be paid on a biweekly basis;
- f. Regularly worked five days per week for about eight hours per day;
- g. Was not timely compensated the appropriate minimum, regular, and/or overtime wages for all time worked;

- h. Was not provided with the opportunity to take legally compliant meal periods and/or paid premium wages for non-compliant meal periods;
- i. Was not authorized and permitted to take legally compliant rest periods and/or paid premium wages for non-compliant rest periods;
- j. Was not timely paid all wages due and payable upon separation of employment, and/or the necessary waiting time penalties;
- k. Was not reimbursed for all necessary business expenses;
- l. Had his wages illegally deducted;
- m. Was not paid on a weekly basis pursuant to Labor Code § 201.3;
- n. Was not furnished with accurate itemized wage statements;
- o. Contends his records were not accurately maintained by Defendants;
- p. Is an “aggrieved employee” within the meaning of Labor Code § 2699(c); and
- q. Has complied with all requirements outlined in Labor Code §§ 2698 *et seq.*

II. DEFENDANTS

9. Defendant Camden is a California corporation that is authorized to do business, and is actually doing business, in the State of California. Defendant Camden is believed to be a security service company that provides services throughout the State of California, including in and around Alameda County, California. Defendant Camden’s headquarters are located in Roseville, California.

10. Defendant Whelan is a Missouri corporation that is authorized to do business, and is actually doing business, in the State of California. Defendant Whelan is believed to provide security services throughout the State of California, including Alameda County, California. Defendant Whelan is headquartered in St. Louis, Missouri.

11. Defendant Whelan Cal. is a California corporation that is authorized to do business, and is actually doing business, in the State of California. Defendant Whelan Cal. is believed to be a security services company performing its services throughout California, including Alameda County, California. Defendant Whelan Cal. has its headquarters in St. Louis, Missouri.

12. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who

1 therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474.
2 Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously
3 named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that
4 basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged
5 in this Complaint.

6 13. At all times mentioned herein, the acts alleged to have been done and/or caused by the
7 named defendants are also alleged to have been done and/or caused by each of the fictitiously named
8 defendants, and by each of their agents and/or employees who acted within the scope of their agency
9 and/or employment.

10 14. At all times mentioned herein, each named defendant, including each fictitiously named
11 defendant, is believed to have acted individually or as an officer, agent, or employee of each of the other
12 defendants.

13 15. At all times mentioned herein, each named defendant, including each fictitiously named
14 defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of each of
15 the other defendants, and in doing the things alleged herein acted within the course and scope of such
16 agency, employment, alter-ego and/or in furtherance of the joint venture.

17 16. At all times mentioned herein, the acts and/or omissions of each of the named defendants,
18 including each fictitiously named defendant, concurrently contributed to the various acts and/or
19 omissions of each and every one of the other defendants, including each fictitiously named defendant, in
20 proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named
21 defendants, including each fictitiously named defendant, approved of, condoned, and/or otherwise
22 ratified each and every one of the acts and/or omissions complained herein. Each named defendant,
23 including each fictitiously named defendant, was and is acting with authority of each and every other
24 defendant and/or are acting as agents of each and every other defendant or Doe defendant.

25 17. A unity of interest and ownership between each defendant, including each fictitiously
26 named defendant, exists such that all defendants acted as a single employer of Plaintiff and all other
27 aggrieved employees.
28

18. At all times mentioned herein, each defendant, including each fictitiously named defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff and all other aggrieved employees, including, but not limited to, implementing standard policies and procedures.

19. At all times mentioned herein, each defendant, including each fictitiously named defendant, caused aggrieved employees, including Plaintiff, to work and/or prevented Plaintiff and other aggrieved employees from working.

20. At all times mentioned herein, each defendant, including each fictitiously named defendant, had control over aggrieved employees.

21. Each named defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

22. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

23. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

24. Plaintiff worked as a Security Guard for Defendant Camden from approximately May 2020 through December 2020. At all times, Plaintiff was a non-exempt employee and was compensated on an hourly basis. Defendant Camden typically scheduled Plaintiff to work five 8-hour shifts per week. He earned \$35.00 per hour until he suffered an injury, at which point Defendant Camden began paying him \$28.00 per hour.

25. On information and belief, Plaintiff asserts Defendants Whelan and/or Whelan Cal. began the purchase of Defendant Camden in approximately October 2020. On information and belief, Defendant Camden has maintained some role in managing Defendants' operations throughout the duration of Plaintiff's employment.

26. Plaintiff worked as a Security Guard for Defendants Whelan and Whelan Cal. from approximately October 2020 through December 2020. At all times, Plaintiff was a non-exempt employee and was compensated on an hourly basis. Defendants Whelan and Whelan Cal. typically scheduled

1 Plaintiff to work five 8-hour shifts per week. He earned \$35.00 per hour until he suffered an injury, at
2 which point Defendants Whelan and Whelan Cal. began paying him \$28.00 per hour.

3 27. Plaintiff asserts that Defendants have employed, and will continue to employ, other
4 aggrieved employees throughout the state of California. Plaintiff alleges that aggrieved employees are
5 categorized as non-exempt, paid an hourly wage, and are paid at least twice per calendar month.

6 28. Plaintiff contends that he and all other aggrieved employees were subject to, and continue
7 to be subject to, the same and/or similar policies, practices, procedures, guidelines, and/or culture
8 described herein.

9 29. Plaintiff further alleges that he and all other aggrieved employees have suffered, and will
10 continue to suffer, the same and/or similar violations of law described herein.

11 30. Defendants denied Plaintiff and, on information and belief, other aggrieved employees,
12 certain rights afforded to them under the California Labor Code and IWC Wage Order. Specifically,
13 Defendants did not properly compensate Plaintiff and other aggrieved employees for all hours worked,
14 failed to provide compliant meal and rest periods and/or pay premium wages in lieu thereof, failed to
15 reimburse all necessary business expenses, illegally deducted wages from employees' wages, failed to
16 timely pay all wages due to temporary service employees, failed to maintain accurate time records, failed
17 to provide accurate itemized wage statements, and failed to pay all wages due and owing by the times set
18 forth by law.

19 31. Defendants implemented practices and procedures which required Plaintiff and, on
20 information and belief, other aggrieved employees to work while off-the-clock. They did so by requiring
21 employees to clock in and out using a landline phone from within their assigned store. Defendants required
22 Plaintiff and, on information and belief, other aggrieved employees to be clocked in exactly on time or
23 risk discipline

24 32. Plaintiff's and, on information and belief, other aggrieved employees' assigned stores
25 ordinarily had only one landline phone available for use. Thus, Plaintiff and, on information and belief,
26 other aggrieved employees needed to arrive to stores substantially earlier than the beginning of their shifts
27 in order to clock in on time.

28 33. During morning shifts, Plaintiff and, on information and belief, other aggrieved employees

1 regularly needed to get the attention of store employees to allow them into the locked building to clock
2 in. Store employees were often distracted by their own duties, requiring Plaintiff and, on information and
3 belief, other aggrieved employees to arrive even earlier in order to clock in on time.

4 34. Plaintiff's and, on information and belief, other aggrieved employees' assigned stores often
5 closed and locked the doors before the end of employees' scheduled shifts. Plaintiff and, on information
6 and belief, other aggrieved employees often needed to use the assigned stores' landline to clock out before
7 waiting for a store employee to escort them outside to ensure the stores' safety.

8 35. Plaintiff and, on information and belief, other aggrieved employees notified their
9 supervisors that Defendants' practices required them to work off-the-clock, but Defendants did not change
10 their practices and did not pay Plaintiff and, on information and belief, other aggrieved employees for the
11 off-the-clock time worked.

12 36. Defendants also required Plaintiff and, on information and belief, other aggrieved
13 employees to work off-the-clock by requiring them to carry cell phones and remain in contact with
14 supervisors during their meal periods. Defendants did not pay Plaintiff and, on information and belief,
15 other aggrieved employees for this time worked.

16 37. Defendants required Plaintiff and, on information and belief, other aggrieved employees to
17 carry their cell phones to remain in contact with supervisors throughout their shifts, including during meal
18 and rest periods. Yet, Defendants regularly did not pay Plaintiff and, on information and belief, other
19 aggrieved employees meal and/or rest period premiums.

20 38. Defendants required Plaintiff and, on information and belief, other aggrieved employees to
21 use their personal cell phones to make calls and text messages with supervisors and dispatchers, draft
22 incident reports, and take pictures of evidence.

23 39. Defendants did not provide Plaintiff and, on information and belief, other aggrieved
24 employees with the necessary equipment to make calls and text messages with supervisors and
25 dispatchers, draft incident reports, and take pictures of evidence.

26 40. Defendants required Plaintiff and, on information and belief, other aggrieved employees to
27 provide a litany of equipment needed to perform their jobs. This includes, but is not limited to, firearms,
28 holsters, utility belts, bullet proof vests, batons, tasers, pepper spray, and handcuffs.

1 41. Defendants did not reimburse Plaintiff and, on information and belief, other aggrieved
2 employees for the expenses Defendants required them to incur.

3 42. Defendants deducted payments for a company tee shirt from Plaintiff's and, on information
4 and belief, other aggrieved employees' initial pay.

5 43. Defendants paid Plaintiff and, on information and belief, other aggrieved employees every
6 two weeks.

7 44. The wage statements Defendants provided Plaintiff and, on information and belief, other
8 aggrieved employees did not accurately reflect all hours worked, meal and/or rest period premiums, and
9 wage and overtime rates.

10 45. Defendants failed to pay Plaintiff and, on information and belief, other aggrieved
11 employees wages in a timely manner, both during and upon separation from employment. Defendants did
12 not provide Plaintiff and, on information and belief, other aggrieved employees with their final pay until
13 Defendants' regularly scheduled payment dates. Even then, the payments did not include all wages due as
14 a result of the above-stated violations.

15 46. On February 5, 2021, Plaintiff submitted written notice to the California Labor and
16 Workforce Development Agency ("LWDA"), and Defendants as required by the PAGA informing them
17 of Defendants' alleged violations of the Labor Code. A true and correct copy of the February 5, 2021
18 written notice is attached hereto as **Exhibit 1** and is incorporated herein by reference.

19 47. To date, more than 65 days after submission of Plaintiff's written notice, the LWDA has
20 not provided notice of its intent to investigate Plaintiff's alleged violations of the Labor Code.

21 48. Plaintiff further believes that additional violations may be discovered and therefore
22 reserves his right to allege additional violations of the law as investigation and discovery warrants. In
23 the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as
24 necessary.

25 **PAGA DESIGNATION**

26 49. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
27 paragraphs of this Complaint.
28

1 50. By and through this representative enforcement action, Plaintiff intends to represent the
2 following group of putative aggrieved employees, which is defined as:

3 All current or former non-exempt employees of Defendants, individually
4 and/or collectively, in California during the period commencing on the date
5 that is within one year and sixty-five days prior to the filing of this
6 Complaint through and including the last date of trial (hereinafter the
7 “PAGA Period”). To the extent that California Rules of Court, Appendix I,
Emergency Rule 9 and/or equitable tolling operates to toll the claims by the
PAGA class against Defendants, the PAGA Period should be adjusted
accordingly.

8 51. Members of the PAGA aggrieved employees are all “employees” as the term is used in
9 the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state
10 of California.

11 52. A more precise definition of the class may be determined after further investigation and
12 discovery. Plaintiff reserves his right to redefine the class and/or create additional sub-classes as
13 permitted by California law.

14 53. Pursuant to Labor Code §§ 2698 *et seq.*, any provision of the Labor Code that provides
15 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
16 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
17 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
18 other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.
19 Pursuant to the PAGA, all civil penalties recovered must be allocated seventy-five percent (75%) to the
20 LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to Labor Code § 2699(i).

21 54. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed
22 notice of his claims with the LWDA, Defendants were Plaintiff’s and all other aggrieved employees’
23 employers or persons acting on behalf of aggrieved employees’ employer, either individually or as an
24 officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1,
25 who paid or caused to be paid to any employee a wage less than the minimum fixed by California state
26 law, and as such, are subject to civil penalties for each underpaid employee, as well as liquidated
27 damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed pursuant to Labor
28 Code § 203.

55. Plaintiff is an “aggrieved employee” under the PAGA because he was employed by the alleged violators, Defendants, and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other aggrieved employees. (See *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519.)

56. Plaintiff alleges that all other aggrieved employees are also “aggrieved employees” under the PAGA as Defendants employed them and all aggrieved employees experienced one or more of the alleged violations outlined herein.

57. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code § 2699.3. On February 5, 2021, Plaintiff submitted notice to the LWDA and Defendants informing them of Defendants’ alleged Labor Code violations pursuant to the PAGA. (See Ex. 1.) Pursuant to the PAGA, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of its intent to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, his claims under PAGA in a representative capacity pursuant to Labor Code §§ 2698 *et seq.*

58. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in his representative capacity, to recover, on behalf of himself, all other aggrieved employees, the state of California, and the general public, civil penalties as well as attorneys’ fees and costs from Defendants for the alleged violations, described herein.

59. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 201.3, 202, 203, 204, 221, 223, 225.5, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, and 1198. Plaintiff and other aggrieved employees are entitled to, and therefore seek, the civil penalties described in Labor Code § 2699(f) for the violations of law described herein.

60. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other aggrieved employees, is entitled to, and therefore seeks, attorneys' fees and costs.

61. Plaintiff expressly disclaims the recovery of any "amount sufficient to recover underpaid wages" on behalf himself and all other aggrieved employees.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff in his Representative Capacity against Defendants and Does 1-50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

62. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

63. Plaintiff, in his representative capacity on behalf of himself and all other aggrieved employees, is entitled to and thus seeks to recover civil penalties through a representative enforcement action based on violations of the following Labor Code and/or IWC Wage Order provisions:

- a. Failure to timely pay all minimum, regular, and/or overtime wages in violation of Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 9-2001;
- b. Failure to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods in violation of Labor Code §§ 204, 226.7, 512, 558, and the "Meal Periods" section of IWC Wage Order No. 9-2001;
- c. Failure to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods in violation of Labor Code §§ 204, 226.7, and the "Rest Periods" section of IWC Wage Order No. 9-2001;
- d. Failure to timely pay all wages due and owing upon separation of employment and/or the necessary waiting time penalties in violation of Labor Code §§ 201-203

and 210;

e. Failure to provide timely payments pursuant to Labor Code § 201.3;

f. Illegal deductions from wages in violation of Labor Code §§ 221, *et seq.*;

g. Failure to reimburse all necessary business expenses in violation of Labor Code § 2802;

h. Failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the “Records” section of IWC Wage Order No. 9-2001; and

i. Failure to maintain accurate records in violation of Labor Code §§ 226, 1174, 1174.5, and the “Records” section of IWC Wage Order No. 9-2001.

64. Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code §§ 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff and all other aggrieved employees are entitled to, and do seek, such civil penalty.

65. For violations of Labor Code §§ 510 and 512, in addition to any other recovery provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Therefore, Plaintiff and all other aggrieved employees are entitled to, and do seek, the described civil penalty.

66. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d). Plaintiff, in his representative capacity, seeks the civil penalty imposed by Labor Code § 1174.5 on behalf of himself and all other aggrieved employees.

67. Labor Code § 1197.1 imposes a civil penalty of \$100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each

1 underpaid employee for each pay period for which the employee is underpaid for paying or causing an
2 employee to be paid a wage less than the minimum wage. Plaintiff and all other aggrieved employees
3 are entitled to, and do seek, such civil penalty.

4 68. Labor Code § 225.5 imposes a civil penalty of \$100 for each underpaid employee for
5 each pay period for which the employee is underpaid and a subsequent civil penalty of \$200 for each
6 underpaid employee for each pay period for which the employer illegally deducts from the employee's
7 wages. Plaintiff and all other aggrieved employees are entitled to, and do seek, such civil penalty.

8 69. Labor Code § 225.5 imposes a civil penalty of \$100 for each underpaid employee for
9 each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each
10 employee for each pay period for which the employer fails to reimburse employees for necessary
11 business expenses. Plaintiff and all other aggrieved employees are entitled to, and do seek, such civil
12 penalty.

13 70. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for
14 the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor
15 Code provisions for which a civil penalty is not specifically provided, including, but not limited to,
16 Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, and
17 2802. Plaintiff and other aggrieved employees are entitled to, and therefore seek, the described civil
18 penalty.

19 71. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action
20 brought pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such,
21 Plaintiff, in his representative capacity on behalf of himself and all other aggrieved employees, is
22 entitled to, and therefore seeks, attorneys' fees and costs.

23 72. Plaintiff, in his representative capacity on behalf of himself and all other aggrieved
24 employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code §
25 218.5 and Code of Civil Procedure § 1021.5.

26 73. Plaintiff, in his representative capacity on behalf of himself and all other aggrieved
27 employees, requests further relief as described in the below prayer for relief.

28 ///

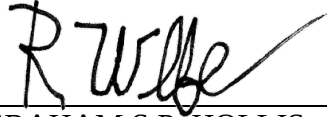
PRAYER FOR RELIEF

Plaintiff, in his representative capacity, prays for judgment against Defendants and in favor of the State of California, Plaintiff, and all other aggrieved employees as follows:

- a. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2699(f), and/or other applicable law;
- b. For an order determining that Plaintiff is entitled to recover a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation as provided in Labor Code § 2699(f);
- c. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including, but not limited to, Labor Code §§ 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, 2802, and 2699, *et seq.*, and the "common fund" theory, the "substantial benefit" theory, the "catalyst theory," and/or other applicable law; and
- d. For any and all other relief as this Court deems proper and just and is available under Labor Code §§ 2698 *et seq.*

Dated: May 26, 2021

GRAHAMHOLLIS APC

By: 

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
HALI M. ANDERSON
RIDGEWAY WOULFE
Attorneys for Plaintiff
PETE RODRIGUEZ AND ALL AGGRIEVED
EMPLOYEES

EXHIBIT 1

February 5, 2021

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Ridgeway Woulfe
rwoulfe@grahamhollis.com
619.488.6680 direct

VIA ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Camden Security Services
5 Sierra Gate Plaza, Suite 305
Roseville, CA 95678

Camden Security Services
Attn: Camra LaTourette, Agent for Service of
Process
5 Sierra Gate Plaza, Suite 305
Roseville, CA 95678

Whelan Security Management Company, Inc.
Attn: Legal Department/Human Resources
1699 South Hanley Road, Suite 350
St. Louis, MO 63144

Whelan Security Management Company, Inc.
c/o CT Corporation System, Agent for Service
of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Whelan Security of California, Inc.
Attn: Legal Department/Human Resources
1699 South Hanley Road, Suite 350
St. Louis, MO 63144

Whelan Security of California, Inc.
c/o CT Corporation System, Agent for Service
of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: **Pete Rodriguez's Wage and Hour Claims against Camden
Security Services, Whelan Security Management Company,
Inc., and Whelan Security of California, Inc.**

Dear Labor and Workforce Development Agency, Camden Security Services, Whelan
Security Management Company, Inc., and Whelan Security of California, Inc.:

Please be advised that Pete Rodriguez ("Claimant") has retained our firm to
represent him for claims against his employers Camden Security Services ("Camden"),
Whelan Security Management Company, Inc. dba GardaWorld ("Whelan"), and Whelan
Security of California, Inc. dba GardaWorld ("Whelan Cal.") (collectively, "the
Company").

Graham S.P. Hollis
Vilmarie Cordero
Nathan Reese
Hali Anderson
David Lin
Erik Dos Santos
Alex Kuner
Monique Rodriguez
Ridgeway Woulfe

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged Labor Code violations Claimant claims that the Company committed against him and all other non-exempt employees in California ("aggrieved employees"). Claimant provides this notice in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment.

FACTUAL BACKGROUND

Camden is a California corporation which provides security services. Whelan and Whelan Cal. are Missouri corporations, authorized to conduct business in California, which provide security services. On information and belief, Claimant asserts Whelan and/or Whelan Cal. purchased Camden in approximately October 2020. On information and belief, Claimant asserts Whelan and/or Whelan Cal. are successors in interest to Camden. On information and belief, Claimant asserts Camden maintains a role in managing the Company despite Whelan's and/or Whelan Cal.'s purported purchase of Camden. Whelan required Claimant and, on information and belief, other Camden employees to re-apply for their positions. On information and belief, nearly Whelan hired nearly all applying candidates. On information and belief, Claimant asserts Whelan's and/or Whelan Cal.'s practices and procedures were not substantively different than Camden's.

Claimant began working for the Company in approximately May of 2020. The Company has not scheduled him to work since approximately December 23, 2020. The Company hired Claimant as a non-exempt employee who worked at various store locations in Northern California throughout his tenure. The Company initially compensated Claimant on an hourly basis at a rate of \$35.00 per hour before reducing his pay to \$28.00 per hour after an injury required him to work with restrictions. As a Security Guard, Claimant monitored his assigned location for security threats, addressed security threats as they arose, and provided regular reports to his supervisors to keep them abreast of the location's status. Claimant worked approximately 5 days per week and approximately 8 hours per shift throughout his employment.

The Company denied Claimant and, on information and belief, other aggrieved employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, the Company failed to provide them with legally compliant meal and rest breaks or pay meal and rest break premiums; failed to timely pay Claimant and/or other aggrieved employees all minimum, regular, and overtime wages owed; failed to indemnify employees for all necessary business expenditures; made illegal deductions from employees' pay; failed to issue accurate itemized wage statements; failed to maintain accurate records; and failed to timely pay all wages due during and upon separation of employment.

The Company's timekeeping procedures regularly required Claimant and, on information and belief, other aggrieved employees to work off-the-clock without pay. In order to clock in or out, the Company required employees to call using a landline phone from inside whichever store the Company assigned them. Employees risked the Company's discipline if they failed to call by the beginning of their scheduled shifts, regardless of whether they had actually arrived to begin their shift as scheduled. Ordinarily such stores only had one landline available, meaning employees needed to wait in line to use the landline. For "p.m. shifts," Claimant and, on information and belief, other aggrieved employees needed to arrive approximately 15 minutes prior to their scheduled shift so that they could ensure a landline was available for them to clock in on time. Likewise, employees needed to return early from meal periods to ensure they were able to clock in on time.

When the Company scheduled employees for "a.m. shifts," their assigned stores ordinarily were closed to the public at the beginning of employees' scheduled shifts. Because the stores' landlines were in the interior of locked facilities, employees needed to gain store workers' attention to unlock the door and grant them access to the store. Employees could only clock in once the store worker allowed them into the store for access to the landline. Often, store workers were too preoccupied with their own pre-opening responsibilities to quickly notice the Company's employees' attempts to gain access. Thus, Claimant and, on information and belief, other aggrieved employees regularly arrived approximately 30 minutes prior to the beginning of their scheduled shifts to ensure they could clock in by the beginning of their scheduled shifts. Due to the Company's timekeeping procedures, Claimant and, on information and belief, other aggrieved employees needed to report to work well before their scheduled shifts to ensure timely clock ins.

The Company's landline clock out system also required Claimant and, on information and belief, other aggrieved employees to continue working after they clocked out. Often, the assigned store's facility closed before the end of the Company's employees' scheduled shift, meaning the stores were locked. In order to ensure the stores' safety, the Company's employees could not exit the building without a store manager to lock the door once they left. Due to the landline clock out procedures, Claimant and, on information and belief, other aggrieved employees needed to clock out at the end of their scheduled shifts before then spending substantial time finding a store manager to escort them out of the store. Claimant and, on information and belief, other aggrieved employees notified their supervisors that the Company's clock-in and clock-out procedures required them to work off-the-clock, but the supervisors only told them to make sure they clocked in by the beginning of their scheduled shift.

The Company also required Claimant and, on information and belief, other aggrieved employees to work before they clocked in because the Company gave wide deference to third-party store managers. These managers often required Claimant and, on information and belief, other employees to address incidents and monitor potential shoplifters before the employees could clock in via the landline.

Lastly, the Company required Claimant and, on information and belief, other aggrieved employees to work off-the-clock by requiring them to remain on-duty during meal periods in which employees were clocked out. The Company required Claimant and, on information and belief, other aggrieved employees to carry their personal cell phones while on meal and/or rest breaks to remain in contact with the Company's

management if any issues arose. Often, the Company actually did interrupt breaks with phone calls. Thus, employees remained on-duty while off-the-clock during meal periods, but the Company did not pay wages for these hours worked.

Whether the off-the-clock work was pre-shift, post-shift, or during on-duty meal periods, the Company regularly deprived employees of the minimum, regular, and overtime wages to which they were entitled.

As described above, the Company required Claimant and, on information and belief, other aggrieved employees to carry their personal cell phones at all times during their shift, including during meal and rest breaks. The Company imposed this requirement to enable it to call or text employees regarding any incidents or issues which arose during their shifts. Thus, employees' meal and rest periods were on-duty. Despite the Company's knowledge of this policy, the Company regularly failed to provide Claimant and, on information and belief, other aggrieved employees with meal or rest period premiums. The Company is therefore liable for its failure to provide legally compliant meal and/or rest periods.

In addition to requiring Claimant and, on information and belief, other aggrieved employees to use their personal cell phones to communicate with supervisors, the Company required employees to use their personal cell phones to write incident reports and take pictures of evidence. The Company did not provide any equipment to perform this work, and it did not offer indemnification for cell phone expenses. The Company is therefore liable for a failure to indemnify employees for cell phone expenses.

The Company forced Claimant and, on information and belief, other aggrieved employees to incur other necessary business expenses without indemnification. This equipment includes, but is not limited to, firearms, holsters, utility belts, bullet proof vests, batons, tasers, pepper spray, and handcuffs. The Company is liable for these expenses, as well.

The Company made illegal deductions from Claimant's and, on information and belief, other aggrieved employees' pay. The Company provided Claimant and, on information and belief, with company tee shirts at the beginning of their employment, and it deducted the expense from their first paycheck. The Company is liable for these illegal deductions.

The Company failed to make timely payments to their security guard employees. Claimant and, on information and belief, other aggrieved employees worked as "temporary services employees." As a result, Claimant and, on information and belief, other aggrieved employees were entitled to payment on a weekly basis. Instead, the Company paid them on a biweekly basis.

Due to the Company's failure to pay all wages, meal and rest period premiums, and reimbursement for business expenses owed to employees, the statements it issued to employees were inaccurate. Additionally, the Company's flawed timekeeping procedures caused them to knowingly maintain inaccurate time records.

As a direct result of the aforementioned Labor Code violations, the Company did not timely pay Claimant and, on information and belief, all aggrieved employees all wages due and payable during and upon separation of employment, including minimum, regular, and overtimes wages for all hours worked; meal and rest period premium wages; and reimbursement of business expenses as required pursuant to Labor Code sections 201, 202 and 204.

Due to the foregoing Labor Code violations, the Company denied Claimant and other aggrieved employees certain rights afforded to them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company on behalf of himself and all other aggrieved current and former employees of the Company in California.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code sections 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

Labor Code section 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1197.1 provides that, “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203.” Section 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 510 states,

[e]ight hours of labor constitutes a day’s work. 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.

The “Hours and Days of Work” sections of the Applicable IWC Wage Order mandate the same requirements.

Labor Code section 1194(a) states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." Labor Code section 1194.2 further provides, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

Labor Code section 223 states, "Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract." Labor Code section 225.5 provides that, "...every person who unlawfully withholds wages due any employee in violation of Section ...223 shall be subject to a civil penalty" of \$100 for each initial violation and \$200 plus 25% of the amount unlawfully withheld for each subsequent violation.

As set forth above, the Company failed to pay Claimant and, on information and belief, other aggrieved employees all minimum, regular, and overtime wages, as required by law. Claimant and, on information and belief, other aggrieved employees regularly remained on-duty during their meal periods, but the Company deducted wages as though employees received 30-minute off-duty meal periods. The Company also required Claimant and, on information and belief, other aggrieved employees to be on-duty both before they clocked in and after they clocked out. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND AUTHORIZE AND PERMIT REST PERIODS

(Labor Code §§ 226.7, 512 and "Meal Period" and "Rest Period" sections of the Applicable IWC Wage Order)

Labor Code section 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..." Labor Code section 226.7(c) states, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Labor Code section 512(a) states, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes" and "[a]n 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."

The "Meal Period" section of the IWC Wage Order states in relevant part:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided. . . . (D) Notwithstanding any other provision of this order, employees in the health care industry who work shifts in excess of eight (8) total hours in a workday may voluntarily waive their right to one of their two meal periods. In order to be valid, any such waiver must be documented in a written agreement that is voluntarily signed by both the employee and the employer. The employee may revoke the waiver at any time by providing the employer at least one day's written notice. The employee shall be fully compensated for all working time, including any on-the-job meal period, while such a waiver is in effect.

The "Rest Period" section of the IWC Wage Order states in relevant part:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

Labor Code section 1198 states, "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor

for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 558 states,

[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected employee.

As set forth above, the Company did not provide Claimant and, on information and belief, other aggrieved employees with the opportunity to take uninterrupted, off-duty meal breaks of at least 30-minutes before the start of their fifth hour of work and did not authorize or permit Claimant and other aggrieved employees to take legally compliant rest breaks. Consequently, Claimant and, on information and belief, other aggrieved employees were entitled to receive one hour of premium wages for each day a compliant meal break was not provided and one hour of premium wages for each day a compliant rest period was not authorized or permitted. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO INDEMNIFY BUSINESS EXPENSES

(Labor Code section 2802)

Labor Code section 2802 provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code section 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that he receive interest on the applicable amount.

Furthermore, Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees

incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

Violations of Labor Code section 2802 subject violators to civil penalties in the amount of one hundred dollars (\$100) for an employer’s initial violation of minimum wage requirements and two hundred and fifty dollars (\$250) for each subsequent violation, “in addition to an amount sufficient to recover underpaid wages.”

As set forth above, the Company required that Claimant and, on information and belief, other aggrieved employees utilize their personal cell phones and provide a plethora of necessary equipment for their work. The Company did not reimburse for any of these expenses, however. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

ILLEGAL DEDUCTION OF WAGES

(Labor Code sections 221, *et seq.*)

Labor Code section 221 states, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Labor Code section 224 disallows employers from making deductions from wages without authorization from the employee, with limited exceptions. As described above, the Company conditioned employment upon employees allowing deductions from employees’ wages to pay for equipment and damages thereof.

Labor Code section 225.5 provides the following penalties for this violation: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As set forth above, the Company made illegal deductions of wages for company tee shirts. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code sections 1174, 1174.5, 1198, and the “Records” section of the Applicable IWC Wage Order)

Labor Code section 1174 states, “[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.”

The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the

employee begins and ends each work period, meal period, split shift intervals, total hours worked in the payroll period, and applicable rates of pay.

Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).

As set forth above, the Company violated these requirements by deducting time from employee time records for meal periods which were on-duty, as well as knowingly depriving them of wages for work performed while off-the-clock. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code sections 226, 226.3, and 1198 and the "Records" section of the Applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: "(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, ... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, ...; 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."

Labor Code section 226.3 imposes a civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

As set forth above, the Company did not provide wage statements reflecting off-the-clock work, or meal and/or rest period premiums, or unreimbursed business expenses, thereby violating Labor Code 226. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL WAGES DUE TO TEMPORARY SERVICE EMPLOYEES

(Labor Code section 201.3)

Labor Code section 201.3 states, "employee of a temporary services employer in the security services industry is a security guard... that employee's wages are due and payable no less frequently than weekly." A "temporary services employer" is an employer who "contracts with clients or customers to supply workers to perform services for the clients or customers," and who maintains control over a litany

of facets of the employees' employment. Violators are subject to the same amount of civil penalties as they are for violating Labor Code section 203—a day's wages for each day in which the violator fails to pay the employee their wages due, up to a maximum of 30 days' wages.

The Company contracted with customers to provide security services, and it maintained the requisite control to be classified as a temporary services employer. Claimant and, on information and belief, other aggrieved employees worked as security guards. They are therefore entitled to weekly payments, but the Company only paid them every two weeks. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

**FAILURE TO TIMELY PAY ALL WAGES DUE DURING AND UPON SEPARATION OF
EMPLOYMENT**

(Labor Code sections 201, 202, 203, 204, 210, 1194, 1194.2, 1198, and the
"Minimum Wages" section of the Applicable IWC Wage Order)

Labor Code section 204(a) states in pertinent part, "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Furthermore, Labor Code section 204(b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Labor Code section 210 provides that, "every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation. The "Minimum Wages" section of the applicable IWC Wage Order also states that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Labor Code section 201 states, in pertinent part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202 states, in pertinent part, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203(a) states, in pertinent part, "[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

As set forth above, the Company violated these Labor Code sections by not paying to Claimant and, on information and belief, other aggrieved employees all minimum, regular, and overtime wages, and

all meal and rest break premium wages, within the required time during and upon separation of their employment. As a result of the Company's failure to comply with the aforementioned Labor Code provisions, the Company owe waiting time penalties to aggrieved employees, which they have not yet paid. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code sections 558 and 1197.1)

Labor Code section 558 subjects any employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

Similarly, Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) 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. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific 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 is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

As set forth above, the Company underpaid Claimant and, on information and belief, aggrieved employees by failing to pay them all regular, minimum, and overtime wages, and meal and rest break premium wages, as required under Labor Code sections 226.7, 510, 512, 233, 234, 246, 1194, 1197, 1198, and the applicable sections of the applicable IWC Wage Order. As a result, the Company is liable for civil

penalties under Labor Code sections 558 and 1197.1. Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND PENALTIES

(Labor Code sections 210, 218.5, 218.6, 225.5, 226(e),
558, 1194, 1194.2, 1197.1, 2802, and 2699, *et seq.*)

Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, 2802, and 2699, *et seq.*, among others, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code section 2699, *et seq.*, an aggrieved employee is entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, the Company is liable for these items in addition to the unpaid wages and reimbursements. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies, including those provided by PAGA, for these violations on behalf of himself and other aggrieved employees.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to him or other losses incurred by him or by any other aggrieved employee of the Company, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Sincerely,



Ridgeway Woulfe