

1 WILLIAM L. MARDER, ESQ. (CBN 170131)
2 **Polaris Law Group LLP**
3 501 San Benito Street, Suite 200
4 Hollister, CA 95023
5 Tel: (831) 531-4214
6 Fax: (831) 634-0333

7 Dennis S. Hyun (State Bar No. 224240)
8 HYUN LEGAL, APC
9 515 S. Figueroa St., Suite 1250
10 Los Angeles, California 90071
11 (213) 488-6555
12 (213) 488-6554 facsimile

13 Attorneys for PLAINTIFF and the CLASS
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15
16 FOR THE COUNTY OF STANISLAUS
17

18 BRANDON HAWKINS, individually and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 ONTEL SECURITY SERVICES, INC., a
23 California corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.
26
27
28

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE § 226;
- (2) VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1;
- (3) VIOLATION OF LABOR CODE §§ 510, 1194, and 1197.1;
- (4) VIOLATION OF LABOR CODE §§ 226.7 AND 512;
- (5) VIOLATION OF LABOR CODE § 226.7;
- (6) VIOLATION OF LABOR CODE § 2802;
- (7) VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200, *ET SEQ.*;
- (8) VIOLATION OF LABOR CODE § 2968, *ET SEQ.*

DEMAND OVER \$25,000

1 Plaintiff Brandon Hawkins ("Plaintiff"), hereby submits this Class Action Complaint against
2 Defendants Ontel Security Services, Inc. ("Ontel" or "Defendant"), and Does 1-50 (hereinafter
3 collectively referred to as "Defendants"), as an individual and on behalf of the Class of all other
4 similarly situated current and former employees of Defendants for penalties and/or damages for failure
5 to provide accurate, itemized wage statements, penalties and/or damages for failure to pay all minimum
6 and overtime wages for hours worked, penalties and/or damages for failure to provide off-duty meal and
7 rest periods, damages and/or penalties for failure to reimburse business expenses, penalties under
8 California Labor Code statutes, and restitution for unfair business practices in violation of Business and
9 Professions Code § 17200, *et seq.*, as follows:

10 INTRODUCTION

11 1. This class action is within the Court's jurisdiction under California Labor Code §§ 201-
12 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 2802 the California Industrial Welfare
13 Commission's ("IWC") Wage Orders, and the California Unfair Competition Law (the "UCL"), codified
14 at California Business and Professions Code § 17200, *et seq.*

15 2. This Complaint challenges systemic illegal employment practices resulting in violations
16 of the California Labor Code and Business and Professions Code against employees of Defendants.

17 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
18 severally have acted intentionally and with deliberate indifference and conscious disregard to the rights
19 of all employees by failing to keep accurate records, failing to pay overtime and minimum wages for all
20 hours worked, and failing to provide off-duty meal and rest breaks as to Plaintiff and the Class.

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

7. Venue is proper in Stanislaus County because Plaintiff performed work for Defendant in this County.

8. In or around June, 2017, Plaintiff began working for Defendants as an hourly, non-exempt security guard. In or around October 2020, Plaintiff's employment ended. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, and the applicable IWC Wage Orders, and the UCL.

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

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

13585736v.1

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

5 14. Plaintiff is informed and believes and based thereon alleges that at all times material
6 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of,
7 or working in concert with each of the other co-defendants and was acting within the course and scope
8 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
9 omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and
10 ratified said acts, conduct, and omissions of the acting Defendants.

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

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

20 CLASS ACTION ALLEGATIONS

21 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
22 California Code of Civil Procedure § 382, of a class of all current and former non-exempt security
23 guard/security officer employees who worked for Defendants at any time during the period of time from
24 June 8, 2016, through the present, in the State of California (the "Class"). The Class also consists of the
following subclasses:

25 a. All current and former non-exempt security guard/security officer employees of
26 Defendants who worked for Defendants in the State of California at any time during the period
27 of time from June 8, 2016, through the present, who worked more than 5 hours in any shift
28 ("MEAL PERIOD SUB-CLASS").

1 b. All current and former non-exempt security guard/security officer employees of
2 Defendants who worked more than 5 hours in any “on-duty meal break” work shift as a Security
3 Guard in the State of California from June 8, 2016, through the present (“ON-DUTY MEAL
4 AGREEMENT SUB-CLASS”);

5 c. All current and former non-exempt security guard/security officer employees of
6 Defendants who worked for Defendants in the State of California at any time during the period
7 of time from June 8, 2016, through the present, who worked 3.5 hours or more in any shift
8 (“REST PERIOD SUB-CLASS”).

9 18. **Numerosity and Ascertainability:** The members of the Class are so numerous that
10 joinder of all members would be impractical, if not impossible. The identity of the members of the
11 Class is readily ascertainable by review of Defendants records, including payroll records. Plaintiff
12 alleges that Defendants: (a) failed to provide accurate, itemized wage statements in violation of Labor
13 Code § 226; (b) failed to pay overtime for all hours worked, including without limitation, time that class
14 members spent maintaining and cleaning uniforms in violation of Labor Code §§ 510, 558, 1194, and
15 1197.1; (c) failed to pay minimum wages for all hours worked, including without limitation, time that
16 class members spent maintaining and cleaning uniforms in violation of Labor Code §§ 558, 1194, 1197,
17 and 1197.1; (d) failed to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and
18 512; (e) failed to reimburse business expenses in violation of Labor Code § 2802; and (f) engaged in
19 Unfair Business Practices in violation of the UCL, the California Labor Code, including without
20 limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC
Wage Orders.

21 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
22 necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s
23 attorneys are ready, willing and able to fully and adequately represent the class and individual Plaintiff.
24 Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently
25 have a number of wage-and-hour class actions pending in California courts.

26 20. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide
27 accurate, itemized wage statements in violation of Labor Code § 226; (b) failing to pay overtime for all
28 hours worked, including without limitation, time that class members spent maintaining and cleaning

1 uniforms in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (c) failing to pay minimum wages
2 for all hours worked, including without limitation, time that class members spent maintaining and
3 cleaning uniforms in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failing to provide off-
4 duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failing to reimburse business
5 expenses in violation of Labor Code § 2802; and (f) engaging in Unfair Business Practices in violation
6 of the UCL, the California Labor Code, including without limitation, California Labor Code §§ 226.7,
7 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC Wage Orders.

8 **21. Common Question of Law and Fact:** There are predominant common questions of law
9 and fact and a community of interest amongst Plaintiff and the claims of the Class concerning
10 Defendants: (a) failing to provide accurate, itemized wage statements in violation of Labor Code § 226;
11 (b) failing to pay overtime for all hours worked, including without limitation, time that class members
12 spent maintaining and cleaning uniforms in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (c)
13 failing to pay minimum wages for all hours worked, including without limitation, time that class
14 members spent maintaining and cleaning uniforms in violation of Labor Code §§ 558, 1194, 1197, and
15 1197.1; (d) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512;
16 (e) failing to reimburse business expenses in violation of Labor Code § 2802; and (f) engaging in Unfair
17 Business Practices in violation of the UCL, the California Labor Code, including without limitation,
18 California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC Wage
19 Orders.

20 **22. Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
21 in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the
22 Class members. Plaintiff was not provided proper and accurate itemized wage statements identifying all
23 hours worked and payment for all minimum and overtime wages, as well as premium pay for missed
24 meal and rest breaks. Plaintiff was required to spend time off-the-clock maintaining and cleaning
25 Plaintiff's uniform at home. As a result, Plaintiff was not paid all applicable overtime and minimum
26 wages spent cleaning and maintaining the uniform while Plaintiff was at home. Plaintiff also worked
27 more than 5 hours in a shift for Defendants, but was not provided with off-duty meal breaks. Rather,
28 Plaintiff, as with other security guard employees, was required to take an on-duty meal period. As with
other security guards, Plaintiff was also required to keep Plaintiff's cell phone and/or radio on during

1 these breaks and respond immediately to any calls during these meal breaks. Additionally, Plaintiff was
2 also required to work through his rest breaks, including by keeping Plaintiff's cell phone and/or radio on
3 during rest breaks and responding immediately to any calls received during rest breaks. Moreover,
4 Defendant provided Plaintiff and other non-exempt security guard/officer employees with uniforms that
5 they were required to wear for work. However, Plaintiff and security guard/officer employees were also
6 required to maintain, including cleaning/laundrying, such uniforms at their own expenses without any
7 reimbursement for such maintenance costs. Defendant further violated Section 2802 by requiring
8 Plaintiff and other security guard/officer employees to use cellular phones in the discharge of their
9 duties, including using their personal cell phones in conjunction with body cameras that Plaintiff and
10 security guard/officer employees were required to use, as well as using their personal cell phones' data
11 for GPS and/or directions to service calls/client sites. Defendant did not reimburse Plaintiff and other
12 security guard/officer employees for their cell phone expenses. As such, Plaintiff is a member of the
13 Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226, 226.7, 510, 512,
14 558, 1194, 1197, 1197.1, and 2802, and the applicable IWC Wage Orders.

15 23. The California Labor Code and upon which Plaintiff bases these claims is broadly
16 remedial in nature. These laws and labor standards serve an important public interest in establishing
17 minimum working conditions and standards in California. These laws and labor standards protect the
18 average working employee from exploitation by employers who may seek to take advantage of superior
19 economic and bargaining power in setting onerous terms and conditions of employment.

20 24. The nature of this action and the format of laws available to Plaintiff and members of the
21 Class identified herein make the class action format a particularly efficient and appropriate procedure to
22 redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the
23 corporate Defendant would necessarily gain an unconscionable advantage since it would be able to
24 exploit and overwhelm the limited resources of each individual Plaintiff with Defendant's vastly
25 superior financial and legal resources. Requiring each Class member to pursue an individual remedy
26 would also discourage the assertion of lawful claims by employees who would be disinclined to file an
27 action against their former and/or current employer for real and justifiable fear of retaliation and
28 permanent damage to their careers at subsequent employment.

25. The prosecution of separate actions by the individual class members, even if possible,

1 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
2 Class members against the Defendant and which would establish potentially incompatible standards of
3 conduct for the Defendant, and/or (b) adjudications with respect to individual Class members which
4 would, as a practical matter, be dispositive of the interest of the other Class members not parties to the
5 adjudications or which would substantially impair or impede the ability of the Class members to protect
6 their interests. Further, the claims of the individual members of the Class are not sufficiently large to
7 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

8 26. Such a pattern, practice and uniform administration of corporate policy regarding illegal
9 employee compensation described herein is unlawful and creates an entitlement to recovery by the
10 Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid minimum wages,
11 including interest thereon, unpaid meal and rest period premium pay, applicable penalties, reasonable
12 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203, 218.5,
13 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 2802, the applicable IWC Wage Orders and Code of Civil
14 Procedure § 1021.5.

15 27. Proof of a common business practice or factual pattern, which the named PLAINTIFF
16 experienced and is representative of, will establish the right of each of the members of the Class to
17 recovery on the causes of action alleged herein.

18 28. The Class is commonly entitled to a specific fund with respect to the compensation
19 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those
20 funds being improperly withheld by Defendant. This action is brought for the benefit of the entire class
21 and will result in the creation of a common fund.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 226**

24 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

25 29. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 28 as though fully
26 set for herein.

27 30. Defendant failed in its affirmative obligation to provide accurate itemized wage
28 statements. Defendant, as a matter of policy and practice, did not provide accurate records in violation
of Labor Code § 226 by failing to provide accurate payroll records for Plaintiff and the Class.

1 31. Here, Plaintiff and the Class were paid hourly. As such, the wage statements should have
2 reflected the number of hours worked and the applicable hourly rates, pursuant to Labor Code §
3 226(a)(9). However, the wage statements provided to Plaintiff and the Class failed to identify such
4 information, including the number of hours worked and the applicable hourly rates for all off-the-clock
5 time spent cleaning and maintaining uniforms, as well as contain all of the wages owed for premium pay
6 for missed meal and rest periods and/or improper on-duty meal periods.

7 32. Such a pattern, practice and uniform administration of corporate policy as described
8 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein,
9 in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon,
10 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

11 **SECOND CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1**

13 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

14 33. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32 as though fully
15 set for herein.

16 34. This cause of action is brought pursuant to Labor Code §§ 558, 1194, 1197, and 1197.1,
17 which require an employer to pay employees minimum wages for all hours worked less than eight hours
18 in a day and/or less than 40 hours in a workweek.

19 35. As a pattern and practice, Defendant suffered and permitted employees to work without
20 payment of minimum wages for all hours worked in a workday and workweek. For example, Defendant
21 failed to pay for time spent by employees maintaining and cleaning their uniforms. Defendant had a
22 uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor
23 Code §§ 558, 1194, 1197 and 1197.1.

24 36. Such a pattern, practice and uniform administration of corporate policy regarding illegal
25 employee compensation as described herein is unlawful and creates an entitlement to recovery by
26 Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed,
27 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
28 California Labor Code §§ 558, 1194, 1197 and 1197.1.

 37. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful

1 failure to provide all minimum wages due and owing Plaintiff and Class Members upon separation from
2 employment results in a continued payment of wages up to thirty (30) days from the time the wages
3 were due. Therefore, Plaintiff and other members of the Class who have separated from employment
4 are entitled to compensation pursuant to Labor Code § 203.

5 **THIRD CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §§ 510, 1194, and 1197.1**

7 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

8 38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as though fully
9 set for herein.

10 39. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194, and 1197.1,
11 which require an employer to pay employees overtime at a rate of one and one-half the employee's
12 regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

13 40. As a pattern and practice, Defendant suffered and permitted employees to work in excess
14 of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. For example,
15 Defendant failed to pay applicable overtime wages for time spent by employees maintaining and
16 cleaning their uniforms. Defendants had a uniform corporate pattern and practice and procedure
17 regarding the above practices in violation of Labor Code §§ 510 and 1194.

18 41. Such a pattern, practice and uniform administration of corporate policy regarding illegal
19 employee compensation as described herein is unlawful and creates an entitlement to recovery by
20 Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed,
21 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
22 California Labor Code §§ 510, 558, 1194, and 1197.1.

23 42. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful
24 failure to provide all overtime wages due and owing Plaintiff and Class Members upon separation from
25 employment results in a continued payment of wages up to thirty (30) days from the time the wages
26 were due. Therefore, Plaintiff and other members of the Class who have separated from employment
27 are entitled to compensation pursuant to Labor Code § 203.

28 ///

///

1 **FOURTH CAUSE OF ACTION**

2 **FOR VIOLATION OF LABOR CODE §§ 226.7 AND 512**

3 **(BY PLAINTIFF AND THE MEAL PERIOD SUB-CLASS AGAINST ALL DEFENDANTS)**

4 43. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 42 as though fully
5 set for herein.

6 44. At all relevant times, Defendant failed in its affirmative obligation to ensure that Plaintiff
7 and class members, had the opportunity to take and were provided with off-duty meal periods in
8 accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. At all
9 relevant times, Plaintiff and Class Members were suffered and permitted to work through legally
10 required meal breaks and were denied the opportunity to take their off-duty meal breaks. This included,
11 without limitation, Defendant requiring Plaintiff and Class Members to work on-duty meal periods, as
12 well as keeping their cell phones and/or radios on during such meal breaks and being required to
13 respond to calls during these breaks. As such, Defendant is responsible for paying premium
14 compensation for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage
15 Order. Defendant, as a matter of corporate policy and procedure, regularly failed to pay such premium
16 compensation for each meal period Plaintiff and the Class Members missed.

17 45. At all relevant times, Plaintiff and Class Members regularly worked in excess of five (5)
18 hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of
19 five (5) hours. Furthermore, Plaintiff and Class Members who worked in excess of ten (10) hours per
20 day had a right to take a second 30-minute meal period each day worked in excess of ten (10) hours.
21 Plaintiff is informed and believes, and based thereon alleges, that Defendant failed to provide this
22 second meal period to it security guards in the State of California.

23 46. As a pattern and practice, Defendant regularly required employees to work through their
24 meal periods without proper compensation and denied Plaintiff and other employees the right to take
25 proper meal periods as required by law.

26 47. Such a pattern, practice and uniform administration of corporate policy as described
27 herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified
28 herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor
Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and

1 costs of suit.

2 48. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful
3 failure to provide all meal period premium wages due and owing to Plaintiff and Class Members upon
4 separation from employment results in a continued payment of wages up to thirty (30) days from the
5 time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from
6 employment are entitled to compensation pursuant to Labor Code § 203.

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE § 226.7**

9 **(BY PLAINTIFF AND THE REST PERIOD SUB-CLASS AGAINST ALL DEFENDANTS)**

10 49. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 48 as though fully
11 set for herein.

12 50. Plaintiff and other members of Class regularly worked shifts of three and one-half hours
13 (3.5) hours or more per day and accordingly had a right to take a 10-minute rest for every 3.5 hours
14 worked.

15 51. Defendants failed in their affirmative obligation to provide all of their employees,
16 including Plaintiff and other members of Class, the opportunity to take rest periods in accordance with
17 the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff and other
18 members of Class were suffered and permitted to work through legally required rest breaks and were
19 denied the opportunity to take their rest breaks. Again, Defendants required Plaintiff and Class
20 Members to keep their cell phones and/or radios on during their purported rest breaks, such that if they
21 received a call, they would have to respond immediately during their rest break. As such, Defendants
22 are responsible for paying premium compensation for missed rest periods pursuant to Labor Code §
23 226.7.

24 52. As a pattern and practice, Defendants regularly required employees to work through their
25 rest periods without proper compensation and denied Plaintiff and their employees the right to take
26 proper rest periods as required by law.

27 53. Such a pattern, practice and uniform administration of corporate policy as described
28 herein is unlawful and creates an entitlement to recovery by the Plaintiff and other members of Class
identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant

1 to Labor Code § 226.7, including interest thereon, penalties and costs of suit.

2 54. Plaintiff is informed and believes and based thereon alleges that Defendants willfully
3 failed to pay employees who were not provided the opportunity to take rest breaks the premium
4 compensation set out in Labor Code § 226.7 and that Plaintiff and those employees similarly situated are
5 owed wages for the rest period violations set forth above. Plaintiff is informed and believes and based
6 thereon alleges Defendants' willful failure to provide Plaintiff and other members of Class the wages
7 due and owing them upon separation from employment results in a continued payment of wages up to
8 thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of Class who
9 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

10 **SIXTH CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE § 2802**

12 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

13 55. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 54 as though fully
14 set for herein.

15 56. This cause of action is brought pursuant to Labor Code § 2802, which provides that
16 employees are entitled to be indemnified for expenses and losses in discharging the duties of their
17 employers.

18 57. At all relevant times, Defendants regularly failed to reimburse and indemnify Plaintiff
19 and the Class members for business expenses incurred in the discharge of their duties. Specifically,
20 Defendant provided Plaintiff and other non-exempt security guard/officer employees with uniforms that
21 they were required to wear for work. However, Plaintiff and security guard/officer employees were also
22 required to maintain, including cleaning/laundrying, such uniforms at their own expenses without any
23 reimbursement for such maintenance costs. Defendant further violated Section 2802 by requiring
24 Plaintiff and other security guard/officer employees to use cellular phones in the discharge of their
25 duties, including using their personal cell phones in conjunction with body cameras that Plaintiff and
26 security guard/officer employees were required to use, as well as using their personal cell phones' data
27 for GPS and/or directions to service calls/client sites. Defendant did not reimburse Plaintiff and other
28 security guard/officer employees for their cell phone expenses.

58. Defendant had a uniform corporate pattern and practice and procedure regarding the

1 above practices in violation of Labor Code § 2802.

2 59. Such a pattern, practice and uniform administration of corporate policy regarding
3 Defendant's failure to reimburse employees for their business expenses as described herein is unlawful
4 and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full
5 amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit
6 according to the mandate of California Labor Code § 2802.

7 **SEVENTH CAUSE OF ACTION**

8 **VIOLATIONS OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

9 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

10 60. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 59 as though fully
11 set for herein.

12 61. Defendants, and each of them, have engaged and continue to engage in unfair and
13 unlawful business practices in California by practicing, employing and utilizing the employment
14 practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked, including
15 without limitation, time that class members spent maintaining and cleaning uniforms in violation of
16 Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum wages for all hours worked,
17 including without limitation, time that class members spent maintaining and cleaning uniforms in
18 violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide off-duty meal and rest
19 breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse business expenses in
20 violation of Labor Code § 2802; and (e) engaging in Unfair Business Practices in violation of the UCL,
all in violation of the California Labor Code and applicable IWC Wage Orders.

21 62. Defendants' utilization of such unfair and unlawful business practices constitutes unfair,
22 unlawful competition and provides an unfair advantage over Defendants' competitors.

23 63. Plaintiff seeks, individually and on behalf of other members of the Class similarly
24 situated, full restitution of monies, as necessary and according to proof, to restore any and all monies
25 withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of
26 herein.

27 64. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
28 mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed

1 by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above
2 thereby depriving Plaintiff and other members of the Class the minimum working condition standards
3 and conditions due to them under the California laws and the applicable IWC Wage Orders as
4 specifically described therein.

5 **EIGHTH CAUSE OF ACTION**

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

7 **(BY PLAINTIFF AS A PROXY FOR THE STATE OF CALIFORNIA AGAINST ALL**
8 **DEFENDANTS)**

9 65. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 64 as though fully
10 set for herein.

11 66. Plaintiff brings this cause of action as a proxy for the State of California on behalf of all
12 similarly aggrieved employees pursuant to the Private Attorneys General Act (the “PAGA”), Labor
13 Code § 2698, *et seq.*, and in this regard seeks civil penalties for Defendants’ violations of California
14 Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802, as alleged herein,
15 for the time period of April 6, 2019, through the present.

16 67. On or about September 29, 2020, Plaintiff submitted his written notice to the Labor
17 Workforce Development Agency (the “LWDA”), with a copy via certified mail, return receipt
18 requested to Defendant regarding the aforementioned violations. As of the date of this filing, the
19 LWDA has not informed Plaintiff whether it intends to investigate the claims contained in Plaintiff’s
20 written notice. The statutory timeline for the LWDA to provide written notice of its intent to
21 investigate has expired and, thus, pursuant to the PAGA, Plaintiff has exhausted his administrative
22 remedies. Therefore, Plaintiff may seek applicable PAGA penalties.

23 68. Accordingly, Plaintiff and the Aggrieved Employees identified herein are entitled to
24 seek penalties pursuant to the PAGA, Labor Code §§ 226.3 and 2699(a), including interest thereon,
25 attorney’s fees, and costs of suit according to the mandate of PAGA for Defendants’ violations of
26 Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802.

27 **PRAYER FOR RELIEF**

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 1197, and 1197.1, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code §§ 201-203, 510, 1194, 1197, and 1197.1, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, 512, and for costs;
8. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and for costs;
9. Upon the Sixth Cause of Action, for damages and/or penalties pursuant to California Labor Code § 2802, and for costs and attorneys' fees;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly effected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*, for the time periods described above;
11. Upon the Eighth Cause of Action, for civil penalties, costs and attorneys' fees pursuant to Labor Code §§ 226.3 and 2698, *et seq.*;
12. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 1194, 1197.1, 2802, and 2699, and Code of Civil Procedure § 1021.5; and
13. For such other and further relief as the Court may deem just and proper.

DATED: November 25, 2020

POLARIS LAW GROUP, LLP

By: 

William L. Marder
Attorneys for PLAINTIFF and the CLASS