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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

JOSHINA RANI, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PATROL SOLUTIONS, LLC, and DOES 1
through 100, inclusive,

Defendants.

Case No. 34-2021-00305206

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES, DECLARATORY AND
INJUNCTIVE RELIEF, PENALTIES AND
RESTITUTION**

[JURY TRIAL DEMANDED]

Representative Plaintiff alleges as follows:

INTRODUCTION

1. This is a class and representative action seeking unpaid compensation for wages, meal and/or rest period violations, interest thereon, liquidated damages and other penalties, reimbursement for business-related expenses incurred, injunctive and other equitable relief, and reasonable attorneys' fees and costs under, *inter alia*, California Labor Code §§ 200-204, 210, 218, *et seq.*, 223, 225.5, 226, *et seq.*, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, *et seq.*, 1197,

1 1197.1, 1198, 2698, *et seq.*, 2800, 2802, California Business and Professions Code §§ 17200, *et*
2 *seq.* and California Code of Civil Procedure § 1021.5.

3 2. Representative Plaintiff Joshina Rani (“Representative Plaintiff” or “Plaintiff”)
4 brings this action individually and on behalf of all other persons similarly situated (“Class
5 Members” and/or the “Plaintiff Class”) who are or have been employed by Defendant Patrol
6 Solutions, LLC and/or Does 1 through 100, inclusive (collectively “Defendants”) as non-exempt
7 security guards within the State of California within the applicable class period.

8 3. The relevant “class period” begins on July 30, 2017 and extends through trial, based
9 upon the allegation that the violations of California’s wage and hour laws, as described more fully
10 below, have been ongoing throughout that time.

11 4. The relevant period for recovery of penalties under California’s Private Attorneys
12 General Act begins on July 30, 2020 and extends through trial (i.e., the “PAGA period”), based
13 upon the allegation that the violations of California’s wage and hour laws, as described more fully
14 below, have been ongoing throughout that time.

15 5. Representative Plaintiff and those persons working for Defendants in California as
16 non-exempt employees within these periods and trial, inclusive, are referred to herein as “Class
17 Members,” “Aggrieved Employees” or both.

18 6. Throughout the class and PAGA periods, Defendants have had a consistent policy
19 of (1) unlawfully denying Representative Plaintiff, Aggrieved Employees and Class Members
20 statutorily-mandated meal and rest periods, (2) failing to pay these workers’ wages in the event of
21 such failures, (3) willfully failing to pay these workers at least the minimum wage for all hours
22 worked, (4) willfully failing to pay these workers’ overtime wages at the correct rate, (5) willfully
23 failing to reimburse these workers for all necessary business-related expenses, (6) willfully failing
24 to provide these workers with accurate semimonthly itemized wage statements reflecting the total
25 number of hours each worked, the applicable deductions, and the applicable hourly rates in effect
26 during the respective pay periods, and (7) willfully failing to pay compensation in a prompt and
27 timely manner to those workers whose employment with Defendants have terminated.

8 8. Despite actual knowledge of these facts and legal mandates, Defendants have
9 enjoyed and continue to enjoy an advantage over their competition and a resultant disadvantage to
10 their workers by electing not to pay all wages due (including missed meal and rest period
11 premiums) and/or all penalties due (including “waiting time” penalties) to their California-based
12 non-exempt security professionals (and/or persons occupying similar security guard positions).

9. Representative Plaintiff is informed and believes and, on that basis, alleges that Defendants' officers knew of these facts and legal mandates yet, nonetheless, repeatedly authorized and/or ratified the violation of the laws cited herein.

16 10. Despite Defendants' knowledge of their workers' entitlements in these respects,
17 Defendants failed to provide same to Representative Plaintiff, Aggrieved Employees and/or Class
18 Members, in violation of California state statutes, the applicable California Industrial Welfare
19 Commission Wage Order, and Title 8 of the California Code of Regulations. This action is brought
20 to redress and end this prolonged pattern of unlawful conduct once and for all.

22 JURISDICTION AND VENUE

11. This Court has jurisdiction over the claims brought herein for unpaid wages, expense reimbursements, other damages and/or penalties, etc. under, *inter alia*, the applicable Industrial Welfare Commission Wage Order (as effectuated through the California Labor Code), Title 8 of the California Code of Regulations, Labor Code §§ 201-204, 226, 226.7, 512, 1174, 2699 and 2802, *inter alia*, and/or the California Code of Civil Procedure § 1021.5.

12. This Court also has jurisdiction over the claims brought herein for injunctive relief and restitution of ill-gotten benefits arising from Defendants' unfair and/or fraudulent business practices under California Business & Professions Code § 17200, *et seq.*

13. Venue as to Defendants is proper in this judicial district pursuant to California Code of Civil Procedure § 395(a). Defendants provided the aforementioned services within this County where numerous Aggrieved Employees and Class Members worked, transact business, have agents, and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have had a direct effect on Representative Plaintiff, Aggrieved Employees and those similarly situated within the State of California and within this County.

PLAINTIFF(S)

14. Representative Plaintiff Joshina Rani is a natural person who was employed by Defendant Patrol Solutions, LLC as a security professional/guard during the class and PAGA periods.

15. In these capacities, Representative Plaintiff is and was entitled to full, uninterrupted and statutorily-mandated meal and rest periods, payment of minimum and/or overtime wages, reimbursements for business-related expense incurrences, as well as other benefits of employment as set forth herein.

DEFENDANT(S)

16. Representative Plaintiff is informed and believes and, on that basis, alleges that, at all times herein relevant, Defendants Patrol Solutions, LLC, and Does 1 through 100, did business within the State of California providing security services.

17. Those defendants identified as Does 1 through 100, inclusive, are and were, at all relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some or each of the remaining defendants. Representative Plaintiff is informed and believes and, on that basis, alleges that, at all relevant times herein mentioned, Defendants, and each of them, employed

1 and/or exercised control over the wages, hours, and/or working conditions of the Representative
2 Plaintiff, Aggrieved Employees and Class Members within the State of California.

3 18. The Representative Plaintiff is unaware of the true names and capacities of those
4 defendants sued herein as Does 1 through 100, inclusive and, therefore, sue these defendants by
5 such fictitious names. The Representative Plaintiff will seek leave of court to amend this
6 Complaint when such names are ascertained. The Representative Plaintiff is informed and believes
7 and, on that basis, alleges that each of the fictitiously-named defendants was responsible in some
8 manner for, gave consent to, ratified, and/or authorized the conduct herein alleged, and that the
9 damages/penalties hereby alleged and sought by Representative Plaintiff, Aggrieved Employees
10 and/or Class Members were proximately caused thereby.

11 19. Representative Plaintiff is informed and believes and, on that basis, alleges that, at
12 all relevant times herein mentioned, each of the defendants was the agent and/or employee of each
13 of the remaining defendants and, in doing the acts herein alleged, was acting within the course and
14 scope of such agency and/or employment.

15
16 **CLASS ACTION ALLEGATIONS**

17 20. The Representative Plaintiff brings this action on behalf of herself and as a class
18 action on behalf of all persons similarly situated and proximately damaged by Defendants' conduct
19 including, but not necessarily limited to, the following Plaintiff Class:

20 "All persons employed by Defendants as non-exempt security
21 professionals in California at any time on or after July 30, 2017."

22 21. Defendants' officers and directors are excluded from the Plaintiff Class.

23 22. Pursuant to California Rule of Court 3.765(b), Representative Plaintiff reserves the
24 right to amend or modify the class definition to achieve greater specificity, by further division into
25 sub-classes and/or by limitation to particular issues.

26 23. This action has been brought and may properly be maintained as a class action
27 under California Code of Civil Procedure § 382 because there is a well-defined community of
28 interest in the litigation and the proposed Class is easily ascertainable, to wit.

- a. Numerosity: A class action is the only available method for the fair and efficient adjudication of this controversy as to certain claims brought herein. The members of the Plaintiff Class are so numerous that joinder of all members is impractical, if not impossible, insofar as Representative Plaintiff is informed and believes and, on that basis, alleges that the Plaintiff Class totals thousands of workers, thus meeting the numerosity requirement. Membership in the Class will be determined upon analysis of employee and payroll, among other, records required to be maintained by Defendants.
- b. Commonality: The Representative Plaintiff and Class Members share a community of interests in that there are numerous common questions and issues of fact and law which predominate over any questions and issues solely affecting individual members, including, but not necessarily limited to:
 - 1) Whether Defendants maintained a policy and/or practice of failing to provide employees with meal and/or periods and/or failing to pay premium wages to Class Members in the event of such failures;
 - 2) Whether Defendants failed to pay minimum wages to Class Members for all time worked;
 - 3) Whether Defendants failed to pay overtime wages to Class Members for all hours worked beyond 40 in a workweek and/or eight in a workday;
 - 4) Whether Defendants violated California Labor Code §§ 201-204 by failing to pay wages due and owing each pay period and/or at the time that certain Class Members' employment with Defendants terminated;
 - 5) Whether Defendants violated California Labor Code § 226 by failing to provide accurate semimonthly itemized statements to Class Members of their amounts of gross and net wages, and total hours worked by each and at all applicable hourly rates in effect during the respective pay period(s);
 - 6) Whether Defendants violated California Labor Code § 1174 by failing to keep accurate records of employees' hours of work;
 - 7) Whether Class Members are entitled to "waiting time" penalties, pursuant to California Labor Code § 203;
 - 8) Whether Defendants failed to reimburse Class Members for all necessary business expenses incurred during the discharge of their duties;
 - 9) Whether Defendants violated California Business and Professions Code § 17200, *et seq.* by failing to provide meal and/or rest breaks, all wages due, and reimbursements for

business-related expenses to Class Members working eligible shifts.

- c. Typicality: The Representative Plaintiff's claims are typical of the claims of Class Members. The Representative Plaintiff and Class Members sustained damages arising out of and caused by Defendants' common course of conduct in violation of law, as alleged herein.
- d. Adequacy of Representation: The Representative Plaintiff in this class action is adequate representatives of the Plaintiff Class in that the Representative Plaintiff's claims are typical of those of the Plaintiff Class and the Representative Plaintiff has the same interest in the litigation as the Class Members. The Representative Plaintiff is committed to vigorous prosecution of this case and have retained competent counsel who are experienced in conducting litigation of this nature. The Representative Plaintiff is not subject to any individual defenses unique from those applicable to the Class as a whole. The Representative Plaintiff anticipates no management difficulties in this litigation.
- e. Superiority of Class Action: Since the damages suffered by individual Class Members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes or may make it impractical for Class Members to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought, or be required to be brought, by each individual Class Member, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings which might be dispositive of the interests of other Class Members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.

COMMON FACTUAL ALLEGATIONS

24. Representative Plaintiff, Aggrieved Employees and Class Members are and/or were non-exempt security professionals and/or persons occupying similar security guard positions who worked for Defendants at Defendants' customers' sites in California within the relevant time period. In these roles, Representative Plaintiff, Aggrieved Employees and Class Members provided security services including patrolling, monitoring and reporting of suspicious activity.

25. As described herein, Defendants knowingly failed to adequately compensate Representative Plaintiff, Aggrieved Employees and Class Members for all wages earned (including premium wages such as compensation for missed meal and/or rest periods) under the

1 applicable IWC Wage Order, the applicable California Code of Regulations provisions and
2 provisions of the California Labor Code, thereby enjoying a significant competitive edge over
3 other service providers.

4 26. Defendants have declined to pay these wages, even upon their workers'
5 terminations from or their resignation of employment, in blatant violation of California Labor
6 Code § 201 and/or § 202.

7 27. California Labor Code §§ 201 and 202 require Defendants to pay severed
8 employees all wages due and owed immediately upon discharge or within 72 hours of resignation
9 of those positions, in most circumstances. California Labor Code § 203 provides that an employer
10 who willfully fails to timely pay such wages must, as a penalty, continue to pay each subject
11 employee's wages until the back wages are paid in full or an action is commenced, and the payment
12 of such penalty shall continue for a period of time up to 30 days.

13 28. Moreover, according to Defendants' policies, Representative Plaintiff, Aggrieved
14 Employees and/or Class Members were required to incur business expenses related to Defendants'
15 operations but were not fully reimbursed for those expenses.

16 29. Furthermore, despite knowledge of these workers' entitlement to compensation for
17 all hours worked, Defendants violated California Labor Code § 1174(d) by failing to provide or
18 require the use, maintenance or submission of time records by Representative Plaintiff, Aggrieved
19 Employees and Class Members. Defendants also failed to provide these workers with accurate
20 semimonthly itemized statements of the total number of hours worked by each, and all applicable
21 hourly rates in effect during each pay period, in violation of California Labor Code § 226. In failing
22 to provide the required documents, Defendants have not only failed to pay their workers the full
23 amount of compensation due, but have also, at least largely, shielded themselves from their
24 employees' scrutiny by concealing the magnitude and financial impact of their wrongdoing that
25 such documents might otherwise have led workers to discover.

26 30. Representative Plaintiff, Aggrieved Employees and all persons similarly situated
27 are entitled to unpaid compensation, yet, to date, have not received such compensation despite
28 many of them having been terminated by Defendants and/or resigned from Defendants' employ.

1 More than 30 days have passed since certain Aggrieved Employees and Class Members have left
2 Defendants' employ.

3 31. As a consequence of Defendants' willful conduct in not paying former employees'
4 compensation for all hours worked in a prompt and timely manner, certain members of the Plaintiff
5 Class are entitled to up to 30 days wages as a penalty under California Labor Code § 203, together
6 with attorneys' fees and costs.

7 32. As a direct and proximate result of Defendants' unlawful conduct, as set forth
8 herein, Representative Plaintiff and Class Members have sustained damages, as described above,
9 including the loss of earnings for hours worked on behalf of Defendants, in an amount to be
10 established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as
11 set forth herein, certain Class Members are entitled to recover "waiting time" penalties (pursuant
12 to California Labor Code § 203) and penalties for failure to provide semimonthly statements of
13 hours worked and all applicable hourly rates (pursuant to California Labor Code § 226) in an
14 amount to be established at trial. As a further direct and proximate result of Defendants' unlawful
15 conduct, as set forth herein, Representative Plaintiff, Aggrieved Employees and Class Members
16 are also entitled to recover costs and attorneys' fees pursuant to statute(s).

17 33. Representative Plaintiff seeks injunctive relief prohibiting Defendants from
18 engaging in the complained-of illegal labor acts and practices in the future. Representative Plaintiff
19 also seeks restitution of costs incurred by Representative Plaintiff and Class Members under
20 California's Unfair Competition Law. Unless enjoined, Defendants' unlawful conduct will
21 continue unchecked, while their non-exempt workers bear the financial brunt of Defendants'
22 unlawful conduct.

23 34. Representative Plaintiff Joshina Rani has complied with the procedures necessary
24 to maintain a civil action against Defendants for violation of California's Private Attorneys
25 General Act, as specified in California Labor Code § 2699.3.

26 35. On July 30, 2021, Representative Plaintiff Joshina Rani served and filed a notice
27 upon the California Labor and Workforce Development Agency ("LWDA") and Defendants in
28 compliance with Labor Code §§ 2699, *et seq.*

FIRST CAUSE OF ACTION
UNLAWFUL FAILURE TO PAY WAGES
(California Labor Code §§ 200-204, 510, 558, 1194 and 1198; IWC Wage Order)

36. Each and every allegation of the preceding paragraphs is incorporated in this cause of action with the same force and effect as though fully set forth herein.

37. Throughout the class period, Representative Plaintiff, Aggrieved Employees and Class Members performed work for Defendants, oftentimes in excess of eight hours in a workday and/or 40 hours in a workweek. The number of hours will be proven at trial.

38. Throughout the class period, Defendants refused to compensate Representative Plaintiff, Aggrieved Employees and Class Members for all of the wages earned, in violation of the applicable IWC Wage Order, the applicable California Code of Regulations provisions and provisions of the California Labor Code.

39. Throughout the class period, Defendants were aware of, and were under a duty to comply with, the overtime provisions of the California Labor Code including, but not limited to, California Labor Code §§ 510, 1194, and 1198.

40. California Labor Code § 510(a), in pertinent part, provides:

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.

41. California Labor Code § 1194(a), in pertinent part, provides:

Notwithstanding any agreement to work for a lesser wage, 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 attorneys' fees, and costs of suit.

42. California Labor Code § 1198, in pertinent part, provides:

The 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.

1 43. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
2 which an employee is subject to the control of the employer and includes all the time the employee
3 is suffered or permitted to work, whether or not required to do so.

4 44. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
5 employees at least the minimum wage set forth therein for all hours worked, which consist of all
6 hours that an employer has actual or constructive knowledge that employees are working.

7 45. By refusing to compensate Representative Plaintiff, Aggrieved Employees and
8 Class Members for overtime wages earned and/or pay levels meeting the California minimum
9 wage, Defendants violated those California Labor Code provisions cited above as well as the
10 applicable IWC Wage Order and California Code of Regulations provisions.

11 46. Defendants’ conduct, as heretofore detailed, represents an underpayment of wages
12 pursuant to California Labor Code §§ 218, *et seq.*, 225.5, 558, 1182.12, 1194.2, 1197, 1197.1 and
13 1198, for which Representative Plaintiff and Class Members seek damages and/or penalties
14 according to proof.

15 47. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
16 herein, Representative Plaintiff and Class Members have sustained damages, including a loss of
17 earnings for hours worked (including overtime hours worked) on behalf of Defendants, in an
18 amount to be established at trial. As a further direct and proximate result of Defendants’ unlawful
19 conduct, as set forth herein, Representative Plaintiff and Class Members are entitled to recover
20 penalties in amounts to be established at trial, as well as interest, liquidated damages, restitution,
21 attorneys’ fees and costs, pursuant to statute(s).

22
23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PROVIDE MEAL AND REST PERIODS**
 (California Labor Code §§ 226.7 and 512)

25 48. Each and every allegation of the preceding paragraphs is incorporated in this cause
26 of action with the same force and effect as though fully set forth herein.
27
28

1 49. At all relevant times, Defendants were aware of and were under a duty to comply
2 with California Labor Code § 226.7 and §512.

3 50. California Labor Code § 226.7 provides:

4 (a) No employer shall require any employee to work during any
5 meal or rest period mandated by an applicable order of the Industrial
Welfare Commission.

6 (b) If an employer fails to provide an employee a meal period or
7 rest period in accordance with an applicable order of the Industrial
Welfare Commission, the employer shall pay the employee one
8 additional hour of pay at the employee's regular rate of
compensation for each work day that the meal or rest period is not
9 provided.

10 51. Moreover, California Labor Code § 512(a) provides:

11 An employer may not employ an employee for a work period of
12 more than five hours per day without providing the employee with
a meal period of not less than 30 minutes, except that if the total
work period per day of the employee is no more than six hours, the
meal period may be waived by mutual consent of both the employer
13 and employee. An 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,
14 except that if the total hours worked is no more than 12 hours, the
second meal period may be waived by mutual consent of the
employer and the employee only if the first meal period was not
15 waived.

16
17 52. Sections 11 and 12, respectively, of the applicable IWC Wage Order mandate that
18 employers provide all applicable meal and/or rest periods to non-exempt employees.

19 53. Section 11 of the applicable IWC Wage Order provides:

20 (A) No employer shall employ any person for a work period of more
21 than five (5) hours without a meal period of not less than 30
minutes...

22 (B) An employer may not employ an employee for a work period of
23 more than ten (10) hours per day without providing the
employee with a second meal period of not less than 30
minutes...

24 (C) If an employer fails to provide an employee a meal period in
25 accordance with the applicable provisions of this order, the
employer shall pay the employee one (1) hour of pay at the
26 employee's regular rate of compensation for each workday that
the meal period is not provided.

27 54. Moreover, Section 12 of the applicable IWC Wage Order provides:
28

1 (A) Every employer shall authorize and permit all employees to
2 take rest periods, which insofar as practicable shall be in the middle
3 of each work period. The authorized rest period time shall be based
4 on the total hours worked daily at the rate of ten (10) minutes net
5 rest time per four (4) hours or major fraction thereof

6 (B) If an employer fails to provide an employee a rest period in
7 accordance with the applicable provisions of this order, the
8 employer shall pay the employee one (1) hour of pay at the
9 employee's regular rate of compensation for each workday that the
10 rest period is not provided.

11 55. Representative Plaintiff, Aggrieved Employees and Class Members were not
12 provided with meal periods of at least 30 minutes for each five-hour work period and/or rest
13 periods of at least net 10 minutes for each four-hour work period, or major fraction thereof. These
14 violations of law were the result of, *inter alia*, Defendants' policies of: (1) not scheduling a meal
15 period as a part of Representative Plaintiff and each Aggrieved Employee's and Class Member's
16 work shift, (2) not allowing these employees to take meal and rest periods until they were released
17 by their supervisors or other security professionals/guards, (3) understaffing client sites in a
18 manner that made it difficult to enjoy timely, full and uninterrupted meal and/or rest periods, and
19 (4) demanding a security professional/guard remain on duty at assigned posts at all times. On many
20 occasions, these security professionals/guards missed meal and rest breaks altogether, remained
21 "on call" during the pendency of otherwise ostensible break periods, were compelled to wait well
22 beyond the fifth hour to take their meal periods, were interrupted during said breaks and/or were
23 required to "piggyback" breaks in a manner that violated California law.

24 56. By failing to consistently provide full, on-time, uninterrupted and duty-free thirty-
25 minute meal periods and/or net 10-minute rest periods to Representative Plaintiff, Aggrieved
26 Employees and Class Members, Defendants violated the California Labor Code, applicable IWC
27 Wage Order provisions and the applicable California Code of Regulations provisions.

28 57. Representative Plaintiff is informed and believes and, on that basis, alleges that
Defendants have either never paid the one hour of compensation to any Aggrieved Employee or
Class Member due to Defendants' violations of the applicable IWC Wage Order, the applicable
California Code of Regulations provisions and provisions of the California Labor Code and/or
have insufficiently paid these premiums.

58. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Representative Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed meal and/or rest periods, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Representative Plaintiff and Class Members are entitled to recover penalties in amounts to be established at trial, as well as interest, restitution, attorneys' fees and costs, pursuant to statute(s).

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(California Labor Code §§ 226 and 1174)

59. Each and every allegation of the preceding paragraphs is incorporated in this cause of action with the same force and effect as though fully set forth herein.

60. California Labor Code § 226(a) provides:

Each employer shall semimonthly, or at the time of each payment of wages, furnish each of his or her employees either as a detachable part of the check, draft or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized wage statement in writing showing: (1) gross wages earned; (2) total number of hours worked by each employee whose compensation is based on an hourly wage; (3) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (4) net wages earned; (5) the inclusive date of the period for which the employee is paid; (6) the name of the employee and his or her social security number; and (7) the name and address of the legal entity which is the employer.

61. Moreover, California Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

62. Finally, California Labor Code § 1174(d) provides:

Every person employing labor in this state shall. . . [k]eep, at a central location in the state...payroll records showing the hours worked daily by and the wages paid to...employees.... These records shall be kept in accordance with rules established for this purpose

1 by the commission, but in any case, shall be kept on file for not less
2 than two years.

3 63. Defendants have failed to provide timely and accurate itemized wage statements to
4 the Representative Plaintiff, Aggrieved Employees and Class Members in accordance with, *inter*
5 *alia*, California Labor Code § 201-204, 226, 226.3, 226.7, 512, 1174, 1174.5 and 2810.5.
6 Representative Plaintiff is informed and believes and, on that basis, alleges that none of the
7 statements provided by Defendants accurately reflected actual gross wages earned, net wages
8 earned or the appropriate deductions of Representative Plaintiff, Aggrieved Employees or Class
9 Members.

10 64. Specifically, Defendants failed to comply with Labor Code section 226(a) as “gross
11 wages earned,” “total hours worked by the employee,” “net wages earned,” and/or “all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate by the employee” were not accurately reflected in the wage statements of
14 Representative Plaintiff, Aggrieved Employees and/or Class Members, to wit: certain hours
15 worked, and certain premiums due as a result of overtime hours worked and/or failures to provide
16 and/or make available meal and rest breaks were omitted.

17 65. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
18 herein, Representative Plaintiff and Class Members are entitled to recover penalties in amounts to
19 be established at trial, as well as attorneys’ fees and costs, pursuant to statute(s).

20 **FOURTH CAUSE OF ACTION**
21 **FAILURE TO PAY WAGES ON TERMINATION**
22 **(California Labor Code § 203)**

23 66. Each and every allegation of the preceding paragraphs is incorporated in this cause
24 of action with the same force and effect as though fully set forth herein.

25 67. California Labor Code § 203 provides that:

26 If an employer willfully fails to pay, without abatement or reduction, in
27 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
28 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 therefor is commenced; but the wages shall not continue for
more than 30 days.

68. Numerous Aggrieved Employees and Class Members were employed by Defendants during the class period and were, thereafter, terminated or resigned from their positions, yet they were not paid all premium (e.g., overtime, meal/rest period violations) wages due upon said termination or within 72 hours of said resignation of employment therefrom. Said non-payment was the direct and proximate result of a willful refusal to do so by Defendants.

69. More than 30 days have elapsed since certain Aggrieved Employees and Class Members were involuntarily terminated or voluntarily resigned from Defendants' employ.

70. As a direct and proximate result of Defendants' willful conduct in this regard, affected Class Members are entitled to recover "waiting time" penalties of up to thirty days' wages pursuant to California Labor Code § 203 and 256 in an amount to be established at trial, as well as attorneys' fees and costs, pursuant to statute(s)

FIFTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES AND/OR PROHIBITED CASH BOND
(California Labor Code §§ 406 and 2802)

71. Each and every allegation of the preceding paragraphs is incorporated in this cause of action with the same force and effect as though fully set forth herein.

72. Throughout the class period, Defendants required the Representative Plaintiff, Aggrieved Employees and Class Members to incur expenses related to the business operations of Defendants. These expenses include(d), without limitation, use of their personal cellular devices and/or transportation vehicles for company purposes and/or uniform purchases and maintenance. These expenditures were incurred in direct consequence of the discharge of the duties of Representative Plaintiff, Aggrieved Employees and Class Members, or of their obedience to the directions of the employer and have not yet been reimbursed by Defendants.

73. Throughout the class period, Defendants were aware of and were under a duty to comply with various provisions of the California Labor Code, including, but not necessarily limited to §§ 406 and 2802.

74. California Labor Code § 406 provides:

Any property put up by an employee, or applicant as a part of the contract of employment, directly or indirectly, shall be deemed to be put up as a bond and is subject to the provisions of this article whether the property is put up on a note or as a loan or an investment and regardless of the wording of the agreement under which it is put up.

75. California Labor Code § 2802(a) provides:

An 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

76. By requiring the Representative Plaintiff, Aggrieved Employees and Class Members to incur uncompensated expenses in direct consequence of the discharge of their duties, Representative Plaintiff, Aggrieved Employees and Class Members were forced and/or brought to contribute to the capital and expenses of Defendants' business which is, legally, a cash bond and which must be refunded by Defendants to each affected worker.

77. California Labor Code § 2802 (b) and (c) provide for interest at the statutory post judgment rate of ten percent simple interest per annum from the date of the expenditure, plus attorneys' fees and costs incurred to collect reimbursement.

78. Therefore, Representative Plaintiff demand reimbursement for expenditures or losses incurred by themselves and Class Members in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer, plus return of all cash bonds or other coerced investments in the business of Defendants, with interest at the statutory rate, plus attorneys' fees and costs.

SIXTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT
(California Business & Professions Code §§ 17200-17208)

79. Each and every allegation of the preceding paragraphs is incorporated in this cause of action with the same force and effect as though fully set forth herein.

80. Representative Plaintiff brings this cause of action seeking equitable and statutory relief to stop Defendants' misconduct, as complained of herein, and to seek restitution of the

1 amounts Defendants acquired through the unfair, unlawful and/or fraudulent business practices
2 described herein.

3 81. Defendants' knowing conduct, as alleged herein, constitutes an unlawful and/or
4 fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-
5 17208. Specifically, Defendants conducted business activities while failing to comply with the
6 legal mandates cited herein.

7 82. Defendants have clearly established a policy of accepting a certain amount of
8 collateral damage, as represented, *inter alia*, by the damages to the Representative Plaintiff and
9 Class Members herein alleged, as incidental to Defendants' business operations, rather than accept
10 the alternative costs of full compliance with fair, lawful and honest business practices, ordinarily
11 borne by their responsible competitors and as set forth in legislation and the judicial record.

12
13 **SEVENTH CAUSE OF ACTION**
14 **PRIVATE ATTORNEYS GENERAL ACT CLAIM**
15 **(California Labor Code §§ 2699, et seq.)**

16 83. Each and every allegation of the preceding paragraphs is incorporated in this cause
17 of action with the same force and effect as though fully set forth herein.

18 84. California Labor Code § 2699(a) provides, in pertinent part:
19 Notwithstanding any other provision of the law, any provision of this code
20 that provides for a civil penalty to be assessed and collected by the Labor
21 and Workforce Development Agency or any of its departments, divisions,
22 commissions, boards, agencies, or employees, for a violation of this code,
23 may, as an alternative, be recovered through a civil action brought by an
24 Aggrieved Employee on behalf of themselves or herself and other current
25 or former employees. . .

26 85. Representative Plaintiff and each and every other non-exempt security
27 professional/guard working in California for Defendants within one year of the exhaustion of the
28 administrative prerequisites under the California Private Attorneys General Act, as described
herein, are "Aggrieved Employees," as defined by California Labor Code § 2699(c), because
she/they was/were employed by Defendants and were among the employees against whom the
violations of law articulated in this Complaint were committed.

3. That the Court make an award to the Representative Plaintiff and Class Members of one hour of pay at each employee's regular rate of compensation for each workday that a meal period was not adequately provided;

4. That the Court make an award to the Representative Plaintiff and Class Members of one hour of pay at each employee's regular rate of compensation for each workday that a rest period was not adequately authorized and permitted;

5. That the Court make an award to the Representative Plaintiff and Class Members of penalties, pursuant to California Labor Code §§ 203, 226, 558 and 1174.5 and/or liquidated damages pursuant to § 1194.2, in amounts to be proven at trial;

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 406 and 2802 by, *inter alia*, willfully failing to reimburse the Representative Plaintiff, Aggrieved Employees and Class Members for expenses made on behalf of Defendants;

7. That the Court order Defendants to pay restitution to the Representative Plaintiff and Class Members due to Defendants' unlawful activities, pursuant to California Business and Professions Code §§ 17200-17208;

8. That the Court further enjoin Defendants, ordering them to cease and desist from unlawful activities in violation of California Business and Professions Code §§ 17200, *et seq.*;

9. For interest on the amount of any and all economic losses, at the prevailing legal rate(s);

10. That the Court declare, adjudge and decree that this action is a proper representative action and that Representative Plaintiff has standing to pursue it, pursuant to California Labor Code § 2699, *et seq.*;

11. That the Court make an award of civil penalties to Aggrieved Employees and the State of California, pursuant to California Labor Code § 2699, *et seq.*;

12. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure § 1021.5, and Labor Code §§ 218.5 and/or 2699, *et seq.*;

13. For costs of suit and any and all such other relief as the Court deems just and proper; and

14. For all other Orders, findings and determinations identified and sought in this Complaint.

JURY DEMAND

Representative Plaintiff, on behalf of herself, and in their various representative capacities hereby demand a trial by jury on all issues triable by jury.

Dated: October 7, 2021

COLE & VAN NOTE

By:



Cody Bolce, Esq.
Attorneys for Representative Plaintiff

COLE & VAN NOTE
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555 12TH STREET, SUITE 1725
OAKLAND, CA 94607
TEL: (510) 891-9800

PROOF OF SERVICE

I am over 18 years of age, not a party to the above-captioned action, and am employed by the law firm of Cole & Van Note, 555 12th St., Suite 1725, Oakland, California 94607.

On this date, I served a copy of:

FIRST AMENDED COMPLAINT FOR DAMAGES, DECLARATORY AND INJUNCTIVE RELIEF, PENALTIES AND RESTITUTION

☒	By depositing the document(s) with the U.S. Postal Service, with postage fully prepaid, addressed as indicated below, in the ordinary course of business.
☐	By facsimile transmission to the fax number(s) below, before 5:00 p.m. PST.
☐	By placing the document(s) in a sealed Federal Express envelope, affixing a pre-paid air bill and delivering it to a Federal Express agent.
☐	By personal delivery.
☐	By e-mail transmission to the e-mail address(es) below.
☐	By electronic filing using the CM/ECF System which will send a Notice of Electronic Filing to the email address(es) listed in the Electronic Mail Notice List.
☐	By uploading the document(s) to the third-party document management/service company, court-approved for purposes of this litigation.
☐	By electronic submission to the Labor and Workforce Development Agency.

on the following person(s):

Paula M. Weber, Esq.
Zandir Morton, Esq.

PILLSBURY WINTHROP SHAW PITTMAN LLP
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111

I declare under penalty of perjury under the laws of the United States and the State of California the foregoing is true and correct. Executed in Oakland, California on October 7, 2021.



Nicole Randle