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Attorneys for Plaintiff, ARTURO WEBER,
an individual and on behalf of all others similarly situated and aggrieved,

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ARTURO WEBER, an individual and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

PROFESSIONAL SECURITY
CONSULTANTS, a California corporation;
MOSHE ALON, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 21STCV26101

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. FAILURE TO TIMELY PAY WAGES PER LABOR CODE § 210;
9. UNFAIR COMPETITION;
10. PENALTIES PER LABOR CODE § 226.3;
11. PENALTIES PER LABOR CODE § 558;
12. PENALTIES PER LABOR CODE § 1174.5;
13. PENALTIES PER LABOR CODE § 1197.1; and
14. PENALTIES PER LABOR CODE § 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff ARTURO WEBER (“Plaintiff”), on behalf of Plaintiff and all others similarly situated and aggrieved (collectively, “Plaintiffs”), and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Professional Security Consultants (“PSC”), Moshe Alon (“Alon”), and any of their respective subsidiaries or affiliated companies within the State of California (PSC and Alon, with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a Representative Action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against PSC and any of its respective subsidiaries or affiliated companies within the State of California and Alon an individual, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff ARTURO WEBER is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff ARTURO WEBER as a non-exempt employee, with duties that included, but were not limited to, taking precautionary safety measures to protect from any danger as a security guard. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff ARTURO WEBER

1 worked for Defendants from approximately February of 2021 through approximately May of 2021.

2 **B. Defendants**

3 4. Plaintiff is informed and believes and based thereon alleges that defendant PSC is,
4 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
5 laws of the State of California and doing business in the County of Los Angeles, State of California.
6 At all relevant times herein, defendant PSC employed Plaintiff and similarly situated employees
7 within the State of California.

8 5. Plaintiff is informed and believes and based thereon alleges that defendant PSC is,
9 and at all times relevant hereto was, a “person” as defined in Labor Code section 17 and Cal. Bus.
10 & Prof. Code § 17201.

11 6. Plaintiff is informed and believes and based thereon alleges that defendant Alon is,
12 and at all times relevant hereto was, an individual residing in California, as well as the principal,
13 owner, officer, director and/or managing agent for PSC and DOES 1 through 100, as further defined
14 below. Plaintiff is further informed and believes and based thereon alleges that Alon violated, or
15 caused to be violated, the above-referenced and below-referenced Labor Code provisions in
16 violation of Labor Code section 558.1.

17 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
18 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
19 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
20 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
21 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
22 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
23 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
24 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
25 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
26 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
27 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
28 include PSC, Alon, and any of their parents, subsidiaries, or affiliated companies within the State of

1 California, as well as DOES 1 through 100 identified herein.

2 **JOINT LIABILITY ALLEGATIONS**

3 8. Plaintiff is informed and believes and based thereon alleges that all the times
4 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
5 representative, joint venture or co-conspirator of each of the other defendants, either actually or
6 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
7 employment, joint venture, and conspiracy.

8 9. All of the acts and conduct described herein of each and every corporate defendant
9 was duly authorized, ordered, and directed by the respective and collective defendant corporate
10 employers, and the officers and management-level employees of said corporate employers. In
11 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
12 their said employees, agents, and representatives, and each of them; and upon completion of the
13 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
14 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
15 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
16 aforementioned corporate employees, agents and representatives.

17 10. Plaintiff is further informed and believes and based thereon alleges that Alon
18 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
19 provisions in violation of Labor Code section 558.1.

20 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
21 unity of interest and ownership between and among Defendants, and each of them, that their
22 individuality and separateness have ceased to exist.

23 12. Plaintiff is informed and believes, and based thereon alleges that despite the
24 formation of the purported corporate, DBA, and/or limited liability existence of PSC and DOES 1
25 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same
26 with Alon and DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not
27 limited to, the following reasons:

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- 1 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
2 Defendants who personally committed the wrongful and illegal acts and violated the
3 laws as set forth in this Complaint, and who has hidden and currently hide behind the
4 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
5 other wrongful or inequitable purpose;
- 6 B. The Individual Defendants derive actual and significant monetary benefits by and
7 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
8 Defendants as the funding source for the Individual Defendants' own personal
9 expenditures;
- 10 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
11 and the Alter Ego Defendants, while really one and the same, were segregated to
12 appear as though separate and distinct for purposes of perpetrating a fraud,
13 circumventing a statute, or accomplishing some other wrongful or inequitable
14 purpose;
- 15 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
16 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
17 mentioned herein were, so mixed and intermingled that the same cannot reasonably
18 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
19 are, and at all relevant times mentioned herein were, used by the Individual
20 Defendants as mere shells and conduits for the conduct of certain of their, and each
21 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
22 herein were, the alter egos of the Individual Defendants;
- 23 E. The recognition of the separate existence of the Individual Defendants and the Alter
24 Ego Defendants would promote injustice insofar that it would permit defendants to
25 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
26 Code, and other statutory violations. The corporate existence of these defendants
27 should thus be disregarded in equity and for the ends of justice because such
28 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

1 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
2 Defendants (and vice versa), and the fiction of their separate corporate, limited
3 liability, and/or DBA existence must be disregarded.

4 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
5 thereon alleges that Defendants, and each of them, are joint employers.

6 **JURISDICTION**

7 14. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
8 of Civil Procedure section 410.10.

9 15. Venue is proper in Los Angeles County, California pursuant to Code of Civil
10 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
11 causes of action complained of herein arose, or some of them; the county in which performance of
12 the employment contract, or part of it, between Plaintiff and Defendants was due to be performed;
13 the county in which the employment contract, or part of it, between Plaintiff and Defendants was
14 actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff,
15 Class Members and Aggrieved Employees, or some of them, in Los Angeles County, and because
16 Defendants employ numerous Class Members and Aggrieved Employees in Los Angeles County.

17 16. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
18 Defendants during the applicable statutory period and suffered one or more of the Labor Code
19 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
20 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
21 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
22 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
23 employees of Defendants during the Civil Penalty Period.

24 17. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
25 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
26 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
27 PAGA allegations described herein is not required.

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18. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

19. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

20. On or around July 9, 2021, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violations of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the July 9, 2021 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

22. On April 6, 2020, the Judicial Council of California approved Appendix I – Emergency Rules Related to COVID-19. Pursuant to the Amended Emergency Rule 9 of the California Rules of Court, subdivision (a), the statutes of limitations and repose for civil causes of action were tolled from April 6, 2020 until October 1, 2020.

FACTUAL BACKGROUND

23. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours

1 worked on the seventh consecutive work day in a work week by, among other things, failing to
2 accurately track and/or pay for all minutes actually worked at the proper overtime rate(s) of pay;
3 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
4 by requiring employees: to come early to work and/or leave work late without being able to clock
5 in for all that time, to suffer under Defendants' control due to having to complete pre-shift tasks
6 before clocking in and post-shift tasks after clocking out, to go through security screenings and/or
7 temperature checks off the clock; to make or respond to telephone calls and/or text messages off the
8 clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive
9 pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay
10 periods where overtime was worked and the additional compensation was earned for the purpose of
11 calculating the overtime rate of pay; editing, deducting and/or manipulation of time entries to show
12 less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment
13 of Plaintiff and Class Members.

14 24. For at least four (4) years prior to the filing of this Action and continuing to the
15 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of
16 them, in violation of California state wage and hour laws as a result of, among other things, failing
17 to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is
18 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
19 including, without limitation, by requiring employees: to come early to work and/or leave work late
20 without being able to clock in for all that time; to suffer under Defendants' control due to having to
21 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, and to go through
22 security screenings and/or temperature checks off the clock; to make or respond to telephone calls
23 and/or text messages off the clock; and editing, deducting and/or manipulation of time entries to
24 show less hours than actually worked; and failing to pay split shift premiums to the detriment of
25 Plaintiff and Class Members.

26 25. For at least four (4) years prior to the filing of this Action and continuing to the
27 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
28 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five

1 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
2 they worked in excess of ten (10) hours in a work day, including, without limitation: by interrupting
3 meal periods; providing short meal periods; requiring that employees carry cellular telephones or
4 radio walkie talkies during meal periods; not providing them in a timely fashion; otherwise requiring
5 on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by
6 law or during which employees worked, and failing to provide compensation for such unprovided
7 meal periods as required by California wage and hour laws.

8 26. For at least four (4) years prior to the filing of this action and continuing to the
9 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
10 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
11 thereof in which they are completely relieved of all of their duties, including, without limitation: by
12 failing to provide rest periods all together; requiring that they be bundled together and/or with meal
13 periods; interrupting them; requiring that employees carry cellular telephones or radio walkie talkies
14 during rest periods; not providing them in a timely fashion; and otherwise requiring on-duty/on-call
15 rest periods, and failed to provide compensation for such unprovided rest periods as required by
16 California wage and hour laws.

17 27. For at least three (3) years prior to the filing of this action and continuing to the
18 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
19 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
20 sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum
21 wages, and premium wages.

22 28. For at least one (1) year prior to the filing of this Action and continuing to the present,
23 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage
24 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
25 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
26 of hours worked at each hourly rate; the name(s) and address(es) of the legal entity(ies) that is/are
27 the employer(s); and other such information as required by Labor Code section 226, subdivision (a).
28 As a result thereof, Defendants have further failed to furnish employees with an accurate calculation

1 of gross and gross wages earned, as well as gross and net wages paid.

2 29. For at least three (3) years prior to the filing of this action and continuing to the
3 present, Defendants have failed to indemnify Class Members, or some of them, for the costs incurred
4 in purchasing mandatory personal protective equipment (*i.e.*, sanitizers and masks); taking Covid-
5 19 tests; separately laundering mandatory work uniforms; and purchase and maintenance of personal
6 cellular phones for work-related purposes.

7 30. At all relevant times mentioned herein, Defendants have had a policy or practice of
8 failing to pay Plaintiff and Aggrieved Employees the full amount of their wages in accordance with
9 Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days,
10 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
11 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
12 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

13 31. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
15 accurate time records including wage statements and similar payroll documents under Labor Code
16 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
17 documents signed to obtain or hold employment under Labor Code section 432, personnel records
18 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
19 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
20 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

21 32. At all relevant times herein, Defendants had and have a policy or practice of failing
22 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
23 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
24 and applicable Wage Orders.

25 33. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
27 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
28 Employees with the rates of pay and overtime rates of pay applicable to their employment;

1 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
2 name, address, and telephone number of the workers' compensation insurance carrier; information
3 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
4 under Labor Code section 2810.5.

5 34. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
6 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
7 California law (including, without limitation, Labor Code section 246, *et seq.*), and also did not
8 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
9 all other Aggrieved Employees.

10 35. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
12 and experience they obtained at Defendants for purposes of competing with Defendants, including,
13 without limitation, preventing Plaintiff and/or Aggrieved Employees from disclosing their wages in
14 negotiating a new job with a prospective employer, and from disclosing who else works at
15 Defendants and under what circumstances that they might be receptive to an offer from a rival
16 employer. Plaintiff is informed and believes that this policy and/or practice violates Business and
17 Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of
18 the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

19 36. Defendants had and have a policy or practice of preventing Plaintiff and/or other
20 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
21 to their managers or outside to private attorneys or government officials, among others, in violation
22 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
23 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
24 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
25 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
26 of Labor Code sections 232 and 232.5.

27 37. Defendants had and have a policy or practice of preventing Plaintiff and/or other
28 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state

1 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
2 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
3 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
4 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
5 economic liberty.

6 38. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
7 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 221,
8 223, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, *et al.*, and the applicable rules and
9 regulations of the IWC California Wage Orders, seeking overtime wages, minimum wages, payment
10 of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time
11 penalties, wage statement penalties, reimbursements for expenses incurred in furtherance of work
12 duties, other such provisions of California law, and reasonable attorneys' fees and costs.

13 39. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
14 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
15 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
16 appropriate and effective means to prevent further violations, as well as all monies owed but
17 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
18 restitution of amounts owed.

19 40. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
20 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
21 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
22 Employees pursuant to PAGA.

23 **CLASS ACTION ALLEGATIONS**

24 41. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
25 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
26 and former non-exempt employees of Defendants within the State of California at any time
27 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
28 of the class action is provided to the class (collectively referred to as "Class Members").

1 42. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
2 to amend or modify the class description with greater specificity, further divide the defined class
3 into subclasses, and to further specify or limit the issues for which certification is sought.

4 43. This action has been brought and may properly be maintained as a class action under
5 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
6 of interest in the litigation and the proposed Class is easily ascertainable.

7 A. **Numerosity**

8 44. The potential Class Members as defined are so numerous that joinder of all the
9 members of the Class is impracticable. While the precise number of Class Members has not been
10 determined yet, Plaintiff is informed and believes that there are at least one thousand (1,000) Class
11 Members employed by Defendants within the State of California.

12 45. Accounting for employee turnover during the relevant periods necessarily increases
13 this number. Plaintiff alleges Defendants' employment records would provide information as to the
14 number and location of all Class Members. Joinder of all members of the proposed Class is not
15 practicable.

16 B. **Commonality**

17 46. There are questions of law and fact common to Class Members. These common
18 questions include, but are not limited to:

- 19 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
20 worked at a proper overtime rate of pay?
- 21 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
22 for all other time worked at the employee's regular rate of pay and a rate of pay that
23 is greater than the applicable minimum wage?
- 24 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
25 Class Members to take compliant meal periods?
- 26 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed or interrupted meal periods?
- 28 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting

1 Class Members to take compliant rest periods?

2 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
3 with additional wages for missed rest periods?

4 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
5 Members upon termination or resignation all wages earned?

6 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
7 section 203?

8 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
9 Class Members with accurate wage statements?

10 J. Did Defendants fail to pay Class Members in a timely fashion as required under
11 Labor Code section 204?

12 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
13 losses incurred in direct consequence of the discharge of their duties or by obedience
14 to the directions of Defendants as required under Labor Code section 2802?

15 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
16 section 17200, *et seq.*, by their unlawful practices as alleged herein?

17 M. Are Class Members entitled to restitution of wages under Business and Professions
18 Code section 17203?

19 N. Are Class Members entitled to costs and attorneys' fees?

20 O. Are Class Members entitled to interest?

21 **C. Typicality**

22 47. The claims of Plaintiff herein alleged are typical of those claims which could be
23 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
24 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
25 damages arising out of and caused by Defendants' common course of conduct in violation of laws
26 and regulations that have the force and effect of law and statutes as alleged herein.

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1 54. At all times relevant to this Complaint, Labor Code section 510 further provided that
2 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
3 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
4 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
5 pay.”

6 55. For four (4) years prior to the filing of the Complaint in this Action through the
7 present, Plaintiff and Class Members worked for Defendants during shifts that consisted of more
8 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
9 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
10 result of, including but not limited to, Defendants failing to accurately track and/or pay for all
11 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
12 including, without limitation, by requiring employees: to come early to work and/or leave work late
13 without being able to clock in for all that time, to suffer under Defendants’ control due to having to
14 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to go through
15 security screenings and/or temperature checks off the clock; to make or respond to telephone calls
16 and/or text messages off the clock; failing to include all forms of remuneration, including non-
17 discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the
18 regular rate of pay for the pay periods where overtime was worked and the additional compensation
19 was earned for the purpose of calculating the overtime rate of pay; editing, deducting and/or
20 manipulation of time entries to show less hours than actually worked, and for paying straight pay
21 instead of overtime pay to the detriment of Plaintiff and Class Members.

22 56. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
23 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
24 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
25 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
26 applicable IWC Wage Orders, and California law.

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57. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

58. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

59. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

60. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

61. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and/or leave work late without being able to clock in for all that time; to suffer under Defendants' control due to having to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, and to go through security screenings and/or go temperature checks off the clock; to make or respond to telephone calls and/or text messages off the clock; editing, deducting and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums.

62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

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63. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

64. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

65. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

66. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

67. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

68. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

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69. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

71. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

72. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

73. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

74. California law and applicable Wage Orders require that employers "authorize and permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

75. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

76. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were not authorized or permitted to take complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

77. By their failure to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

78. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

79. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

80. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

81. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

82. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment

1 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
2 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
3 unpaid at the time of resignation.

4 83. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
5 years before the filing of the Complaint in this Action through the present, Defendants, due to the
6 failure to provide all overtime and minimum wages mentioned above, failed to pay Plaintiff and
7 Class Members all wages earned prior to resignation or termination in accordance with Labor Code
8 sections 201 or 202.

9 84. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
10 Members all wages earned prior to termination or resignation in accordance with Labor Code
11 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
12 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
13 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
14 sections 201 and 202 resulting in the failure to pay all wages earned prior to termination or
15 resignation.

16 85. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
17 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
18 resignation, until paid, up to a maximum of thirty (30) days.

19 86. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
20 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
21 prior to termination or resignation.

22 87. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
23 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
24 waiting time penalties, interest, and their costs of suit, as well.

25 **SIXTH CAUSE OF ACTION**

26 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

27 88. Plaintiff realleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth hereat.

1 89. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

3 90. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
4 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
5 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
6 wages earned; all deductions; all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate; and the name and address of the legal
8 entity that is the employer, among other things.

9 91. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
10 before the filing of the Complaint in this Action through the present, Defendants failed to comply
11 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
12 failure to furnish Plaintiff and Class Members with accurate itemized statements that accurately
13 reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate; and the name and address of the legal entity that is the employer, among other things.

16 92. Defendants' failure to provide Plaintiff and Class Members with accurate wage
17 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
18 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
19 statements that Defendants knew were not accurate.

20 93. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
21 suffered injury. The absence of accurate information on Class Members' wage statements at times
22 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
23 mathematical computations to determine the amount of wages owed; causes difficulty and expense
24 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
25 about wages and amounts deducted from wages to state and federal governmental agencies, among
26 other things.

27 94. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
28 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor

1 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
2 pay period, not to exceed an aggregate \$4,000.00 per employee.

3 95. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
4 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
5 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
6 attorneys' fees, and costs of suit.

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of Labor Code § 2802 – Against All Defendants)**

9 96. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth hereat.

11 97. At all relevant times, Plaintiffs and Class Members were employees or former
12 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

13 98. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
14 his or her employee for all necessary expenditures or losses incurred by the employee in direct
15 consequence of the discharge of his or her duties . . .”

16 99. For three (3) years prior to the filing of the Complaint in this Action through the
17 present, Defendants required Plaintiffs and Class Members, or some of them, to incur necessary
18 expenditures or losses in direct consequence of the discharge of their duties or at the obedience to
19 the directions of Defendants that included, without limitation: purchasing mandatory personal
20 protective equipment (*i.e.*, sanitizers and masks); taking Covid-19 tests; separately laundering
21 mandatory work uniforms; and purchase and maintenance of personal cellular phones for work-
22 related purposes.

23 100. During that time period, Plaintiff is informed and believes, and based thereon alleges
24 that Defendants failed and refused, and still fail and refuse, to reimburse Plaintiff and Class
25 Members for those losses and/or expenditures.

26 101. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
27 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
28 herein-described losses and/or expenditures.

1 102. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
2 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
3 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
4 costs of suit.

5 **EIGHTH CAUSE OF ACTION**

6 **(Failure To Timely Pay Wages During Employment Per Labor Code § 210 – Against All**
7 **Defendants)**

8 103. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth hereat.

10 104. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

12 105. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
13 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
14 during which the labor was performed, and labor performed between the 16th and the last day,
15 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
16 month.”

17 106. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
18 independent and apart from, any other penalty provided in this article, every person who fails to pay
19 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
20 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
21 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
22 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
23 percent of the amount unlawfully withheld.”

24 107. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
25 before the filing of the Complaint in this Action through the present, Defendants employed policies
26 and practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code
27 section 204.

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108. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

109. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

NINTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

110. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

111. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

112. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.

113. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

1 114. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
2 Procedure section 1032 and interest under Civil Code section 3287.

3 **TENTH CAUSE OF ACTION**

4 **(Civil Penalties Per Labor Code § 226.3 – Against All Defendants)**

5 115. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs as though fully set forth hereat.

7 116. Defendants had and have a policy or practice of failing to comply with Labor Code
8 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
9 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
10 wages earned; the name(s) and address(es) of each employer(s) with whom they have been placed
11 to work; all applicable hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each hourly rate; the legal name(s) of the employer(s); and other such information
13 as required by Labor Code section 226, subdivision (a).

14 117. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
17 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

19 118. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
20 this section are in addition to any other penalty provided by law.”

21 119. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to furnish non-exempt employees, including, without
23 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
24 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
25 corresponding number of hours worked at each hourly rate in effect during the pay period; the
26 name(s) and address(es) of the legal entity(ies) that is/are the employer(s); and other such information
27 as required by Labor Code section 226, subdivision (a).

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1 120. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
2 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
3 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
4 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
5 period for each subsequent violation.

6 **ELEVENTH CAUSE OF ACTION**

7 **(Civil Penalties Per Labor Code § 558 – Against All Defendants)**

8 121. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth hereat.

10 122. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
11 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
12 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
13 penalty as follows:

- 14 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
15 pay period for which the employee was underpaid in addition to an amount sufficient
16 to recover underpaid wages;
- 17 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
18 employee for each pay period for which the employee was underpaid in addition to
19 an amount sufficient to recover underpaid wages;
- 20 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

21 123. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
22 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
23 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
24 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
25 their employment and after their employment separation; receive accurate, itemized wage
26 statements; be provided with the opportunity to inspect employment records; be provided with
27 notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of
28 paid sick leave; and/or be paid out all paid time off and/or vested vacation wages owed at the proper

1 rate of pay.

2 124. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
4 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
5 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
6 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

7 **TWELFTH CAUSE OF ACTION**

8 **(Civil Penalties Per Labor Code § 1174.5 – Against All Defendants)**

9 125. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth hereat.

11 126. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
12 every person employing labor in California to “[a]llow any member of the commission or the
13 employees of the Division of Labor Standards Enforcement free access to the place of business or
14 employment of the person to secure any information or make any investigation that they are
15 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
16 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
17 or papers of the person.”

18 127. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
19 every person employing labor in California to “[k]eep a record showing the names and addresses of
20 all employees employed and the ages of all minors.”

21 128. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
22 every person employing labor in California to “[k]eep, at a central location in the state or at the
23 plants or establishments at which employees are employed, payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
25 piece rate paid to, employees employed at the respective plants or establishments. These records
26 shall be kept in accordance with rules established for this purpose by the commission, but in any
27 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
28 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units

1 earned.”

2 129. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
3 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
4 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
5 member of the commission or employees of the division to inspect records pursuant to subdivision
6 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

7 130. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
8 willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain
9 accurate and complete records required by Labor Code subdivision (d), and/or failed to allow
10 inspection of records as required by Labor Code subdivision (b).

11 131. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
13 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
14 hundred dollars (\$500) per violation per Aggrieved Employee.

15 **THIRTEENTH CAUSE OF ACTION**

16 **(Civil Penalties Per Labor Code § 1197.1 – Against All Defendants)**

17 132. Plaintiff realleges and incorporates by reference all of the allegations contained in
18 the preceding paragraphs as though fully set forth hereat.

19 133. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
20 person acting either individually or as an officer, agent, or employee of another person, who pays
21 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
22 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
23 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
24 Section 203 as follows:

- 25 (1) For any initial violation that is intentionally committed, one hundred dollars
26 (\$100) for each underpaid employee for each pay period for which the
27 employee is underpaid. This amount shall be in addition to an amount
28 sufficient to recover underpaid wages, liquidated damages pursuant to Section

1 1194.2, and any applicable penalties imposed pursuant to Section 203.

2 (2) For each subsequent violation for the same specific offense, two hundred fifty
3 dollars (\$250) for each underpaid employee for each pay period for which the
4 employee is underpaid regardless of whether the initial violation is
5 intentionally committed. This amount shall be in addition to an amount
6 sufficient to recover underpaid wages, liquidated damages pursuant to Section
7 1194.2, and any applicable penalties imposed pursuant to Section 203.

8 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
9 Section 203, recovered pursuant to this section shall be paid to the affected
10 employee.”

11 134. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
12 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
13 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ wages for all hours
14 worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
15 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
16 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
17 including, without limitation, by requiring employees: to come early to work and/or leave work late
18 without being able to clock in for all that time, to suffer under Defendants’ control due to having to
19 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, and go through
20 security screenings and/or temperature checks off the clock; to make or respond to telephone calls
21 and/or text messages off the clock; and editing, deducting and/or manipulation of time entries to
22 show lesser hours than actually worked; and failing to pay split shift premiums.

23 135. As a direct and proximate result of the herein-described Labor Code violations,
24 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
25 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
26 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
27 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
28 subsequent violation.

1 **FOURTEENTH CAUSE OF ACTION**

2 **(Civil Penalties Per Labor Code § 2699)**

3 136. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

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

11 138. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
12 Code except those for which a civil penalty is specifically provided, the established civil penalty for
13 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
14 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
15 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
16 employee per pay period for each subsequent violation.

17 139. Plaintiff is informed and believes and based thereon alleges that Defendants, and
18 each of them, violated the Labor Code sections described herein, including, without limitation, for
19 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
20 compensation in lieu thereof; provide accurate, itemized wage statements; pay all wages after
21 employment separation; provide employees the opportunity to inspect employment records; failure
22 to maintain accurate and complete records; reimburse Aggrieved Employees for costs incurred in
23 furtherance of their work duties; provide notice as required under Labor Code section 2810.5;
24 provide the proper accrual and use of paid sick leave; paying employees all owed paid time off and
25 vacation time owed by separation at the proper rate of pay; and placing restraints on competition,
26 whistleblowing and freedom of speech, entitling Plaintiff and other Aggrieved Employees to civil
27 penalties for each of these Labor Code violations in the amounts set forth in Labor Code section
28 2699, subdivision (f).

1 140. Moreover, Plaintiff and other Aggrieved Employees within the State of California
2 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
3 connection with their herein-described claims for civil penalties.

4 **DEMAND FOR JURY TRIAL**

5 141. Plaintiff demands a trial by jury on all causes of action contained herein.

6 **PRAYER**

7 WHEREFORE, on behalf of Plaintiff, Class Members and Aggrieved Employees, Plaintiff
8 prays for judgment against Defendants as follows:

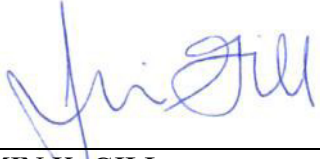
- 9 A. An order certifying this case as a Class Action;
- 10 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
11 counsel as class counsel;
- 12 C. Damages for all wages earned and owed, including minimum and overtime wages,
13 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 14 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 15 E. Damages for unpaid premium wages from missed meal and rest periods under,
16 among other Labor Code sections 512, 558.1 and 226.7;
- 17 F. Penalties for inaccurate wage statements under Labor Code sections 226,
18 subdivision (e) and 558.1;
- 19 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 20 H. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1,
21 1174.5, 1197.1, and 2699;
- 22 I. Damages under Labor Code sections 2802 and 558.1;
- 23 J. Preliminary and permanent injunctions prohibiting Defendants from further
24 violating the California Labor Code and requiring the establishment of appropriate
25 and effective means to prevent future violations;
- 26 K. Restitution of wages and benefits due which were acquired by means of any unfair
27 business practice, according to proof;
- 28 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;

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- M. For attorneys' fees in prosecuting this action;
- N. For costs of suit incurred herein; and
- O. For such other and further relief as the Court deems just and proper.

Dated: September 24, 2021

J. GILL LAW GROUP, P.C.



BY: _____
JASMIN K. GILL
Attorneys for Plaintiff ARTURO WEBER, an
individual and on behalf of all others similarly situated
and aggrieved

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California, over the age of 18 and not a party
3 to the within action. My business address is 515 South Flower Street, Suite 1800, Los Angeles, California
4 90071.

5 On September 24, 2021, I served the following document(s) described as: **FIRST AMENDED
6 CLASS ACTION COMPLAINT**: on the interested parties to this action by placing a copy thereof enclosed
7 in a sealed envelope addressed as follows:

8 PROFESSIONAL SECURITY CONSULTANTS

9 Attn: Iris Shapiro
10 11454 San Vicente Blvd.
11 Los Angeles, CA 90049

12 MOSHE ALON
13 11454 San Vicente Blvd.
14 Los Angeles, CA 90049

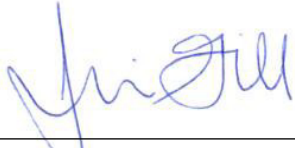
15 ☒ **(BY U.S. MAIL)** I am readily familiar with the business practice for collection and processing of
16 correspondence for mailing with the United States Postal Service. This correspondence shall be
17 deposited with the United States Postal Service this same day in the ordinary course of business at our
18 office's address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of
19 a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the
20 envelope is more than one day after the date of deposit for mailing contained in this affidavit.

21 Christie E. Yang (cyang@grsm.com)
22 Linh T. Hua (lhua@grsm.com)
23 Gordon Rees Scully Mansukhani
24 633 West Fifth Street, 52nd Floor
25 Los Angeles, California 90071
26 **Counsel for Defendants**

27 David D. Bibiyan (david@tomorrowlaw.com)
28 BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Co-Counsel for Plaintiff Arturo Weber

☒ **(BY ELECTRONIC TRANSMISSION)** Pursuant to California Code of Civil Procedure section
1010.6 and California Rules of Court, Rule 2.251(c), among other authorities, I caused a copy of the
document(s) listed above to be transmitted from my e-mail address (jasmin@jkgilllaw.com) to the
person(s) at the e-mail address(es) set forth above. I did not receive, within reasonable time after
transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed this 24th day of September 2021 at Los Angeles, California. I declare under penalty of perjury
under the laws of the State of California that the above is true and correct.

26 
27
28 Jasmin K. Gill, Esq.