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County of Yolo,
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8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF YOLO**

10 CHRISTOPHER HAMPTON, individually
11 and on behalf of all other similarly situated
employees,

12 Plaintiff,

13 vs.

14
15 UNLIMITED SECURITY SPECIALISTS,
16 INC., a California Corporation; and DOES 1 to
100, inclusive,

17 Defendants.
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Case No. CV2021-2130

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Untimely Payment of Wages
10. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff CHRISTOPHER HAMPTON ("Plaintiff"), on behalf of himself and all other
2 similarly situated employees, hereby files this Complaint against Defendants UNLIMITED
3 SECURITY SPECIALISTS, INC., a California Corporation; and DOES 1 to 100, inclusive
4 (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff allege
5 the following:

6 INTRODUCTION

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to provide overtime wages, failure to provide minimum wage, meal and rest period
9 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, untimely
10 payment of wages, and unfair competition.

11 JURISDICTION AND VENUE

12 2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California
13 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
14 California Business and Professions Code, and Wage Order No. 4.

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
16 the wrongful acts and violations of law asserted herein occurred within Yolo County, and Defendants'
17 obligation to pay wages arose in Yolo County pursuant to *Madera Police Officers Assn. v. City of*
18 *Madera*, 36 Cal.3d 403, 414 (1984).

19 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
20 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
21 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
22 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
23 ("LWDA") on approximately November 24, 2021. Plaintiff provided facts and legal bases for his
24 claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act
25 cause of action. Plaintiff also submitted the \$75.00 filing fee. The November 24, 2021 notice was also
26 sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any
27 response to Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative
28 remedies pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf

1 of himself and all similarly situated employees, *i.e.*, Aggrieved Employees. *See* Cal. Lab. Code §
2 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19
3 (2005). Aggrieved Employees includes but is not limited to the following: all non-exempt employees
4 who have worked, or continue to work, for Defendants in California from November 24, 2020 to the
5 present.

6 **PARTIES**

7 5. CHRISTOPHER HAMPTON is an individual over the age of eighteen (18) and is a
8 resident of the State of California.

9 6. On information and belief, Plaintiff alleges, UNLIMITED SECURITY
10 SPECIALISTS, INC., is now and/or at all times mentioned in this Complaint was a California
11 Corporation and the owner and operator of an industry, business and/or facility doing business in the
12 State of California.

13 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
14 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
15 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
16 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
17 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
18 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
19 Plaintiff.

20 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
21 other Defendants and was acting within the course and scope of such agency or employment. The
22 Defendants are jointly and severally liable to Plaintiff.

23 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
24 were members of and/or engaged in a joint employment, joint venture, partnership and common
25 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
26 joint venture, partnership and common enterprise.

27 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
28 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

1 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
2 wrongs, complaints, injuries and/or damages alleged in this Complaint.

3 **CLASS ALLEGATIONS**

4 12. Plaintiff brings the First through Ninth Causes of Action on behalf of himself and all
5 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
6 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

7 All non-exempt employees who have, or continue to, work for Defendants
8 in California from December 3, 2017 to the present.

9 13. This action has been brought and may be properly maintained as a class action,
10 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
11 defined community of interests in the litigation and the proposed class is easily ascertainable.

12 (a) **Numerosity**: The putative class is so numerous that the individual joinder of all members
13 is impracticable under the circumstances of this case. While the exact number of class
14 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
15 Defendants have employed as many as fifty (50) individuals falling within the above
16 stated class definition throughout the State of California during the applicable statute of
17 limitations, who were subjected to the policies and practices outlined in this Complaint.
18 As such, joinder of all members of the putative class is not practicable.

19 (b) **Common Questions Predominate**: Common questions of law and fact exist as to all
20 members of the putative class and predominate over questions that affect only individual
21 members of the class. These common questions of law and fact include, without
22 limitation, the following:

- 23 (1) Whether Defendants had a valid alternative workweek agreement;
24 (2) Whether Defendants provided putative class members with a consistent
25 alternative workweek agreement;
26 (3) Whether Defendants paid the correct overtime wages to putative class members
27 who worked shifts outside of the regular alternative workweek schedule;
28

- 1 (4) Whether Defendants paid the correct overtime wages to putative class members
2 who worked shifts with fewer hours than the regular alternative workweek
3 schedule;
4 (5) Whether Defendants paid putative class members for all hours worked;
5 (6) Whether Defendants paid putative class members for all overtime hours worked;
6 (7) Whether Defendants authorized and permitted second meal periods;
7 (8) Whether Defendants authorized and permitted all rest periods;
8 (9) Whether Defendants timely paid wages pursuant to Labor Code section 204;
9 (10) Whether as a result of Defendants' policies and practices Plaintiff's and putative
10 class members received all wages, due and owing, at the time of their termination
11 or separation; and
12 (11) Whether Defendants provided Plaintiff's and putative class members with wage
13 statements that complied with Labor Code section 226.

14 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
15 class. The putative class also sustained damages arising out of Defendants' common
16 course of conduct in violation of the law as complained of herein. Plaintiff and all
17 members of the putative class were non-exempt employees who Defendants failed to pay
18 for all regular and overtime hours. Additionally, Defendants did not provide all meal and
19 rest periods, paid wages late, and issued Plaintiff and all members of the putative class
20 wage statements that did not comply with Labor Code section 226. As a result, Plaintiff
21 and each member of the putative class will have suffered the same type of harm and seek
22 the same type of recovery based on the same legal theories.

23 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
24 putative class. For all relevant times, Plaintiff resided in California and worked for
25 Defendants in California. Moreover, Plaintiff is an adequate representative of the
26 putative class as Plaintiff has no interests that are adverse to those of putative class
27 members. Additionally, Plaintiff has retained counsel who has substantial experience in
28 complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the putative
3 class is impracticable. Class action treatment will permit a larger number of similarly
4 situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without the unnecessary duplication of effort and expense that numerous
6 individual actions would engender. Further, as damages suffered by each individual
7 member of the class may be relatively small, the expenses and burden of the individual
8 litigation would make it difficult or impossible for individual members of the class to
9 redress the wrongs done to them, and an important public interest will be served by
10 addressing the matter as a class action. The cost to the court system of adjudication of
11 such individualized litigation would be substantial. Individualized litigation would also
12 present the potential for inconsistent or contradictory judgments.

13 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 GENERAL ALLEGATIONS

16 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully
17 set forth herein.

18 16. Plaintiff worked for Defendants from approximately October 12, 2020 to August 31,
19 2021 as a non-exempt, hourly employee. Plaintiff's job title was security officer. Defendants operate a
20 business that provides security services for events, businesses, and individuals. Plaintiff and similarly
21 situated employees regularly worked over ten (10) hours in a day.

22 17. The California Department of Industrial Relations Alternative Workweek Elections
23 Database reflects that a 4/10 alternative workweek was alleged to have been adopted by Unlimited
24 Security Specialists, Inc. for its Sacramento, Oakland, and Berkeley employees. However, Defendants
25 failed to pay overtime and double time wages to Plaintiff and similarly situated employees who worked
26 days worked beyond the regularly scheduled number of workdays established by the alternative
27 workweek. In addition, Defendants would schedule Plaintiff and similarly situated employees to work
28 fewer hours than those that were regularly scheduled by the agreement without paying Plaintiff and

1 similarly situated employees the correct overtime wages for work performed in excess of eight (8) hours
2 in a day. Defendants also did not provide Plaintiff and similarly situated employees with consistent
3 alternative workweek schedules, in effect voiding any alternative workweek agreement. This resulted in
4 unpaid overtime wages. Moreover, Defendants treated all its non-exempt California employees as if
5 they were under an alternative workweek agreement, failing to pay them overtime wages for hours
6 worked in excess of eight (8) in a day or forty (40) in a week; rather, Defendants only paid overtime
7 wages for hours worked in excess of ten (10) hours.

8 18. Defendants did not authorize and permit Plaintiff and similarly situated employees to take
9 all meal and rest periods owed to them. Defendants communicated to Plaintiff and similarly situated
10 employees that they could take one (1) hour lunch and two rest breaks. Defendants did not
11 communicate to Plaintiff and similarly situated employees that they were entitled to a second lunch or
12 third rest break when they worked more than ten (10) hours in a shift. Additionally, until approximately
13 May 2021 Defendants' timecards stated employees should get a ten (10) minute break for each 3.5 hours
14 of work per day rather than stating that employees were entitled to a rest break every four (4) hours or
15 major fraction thereof under California law.

16 19. In approximately May 2021 Defendants required Plaintiff and similarly situated
17 employees to track their time using an ADP app on their personal cellphones. Prior to this time Plaintiff
18 and similarly situated employees filled out timecards. Defendants would then shave time off of
19 Plaintiff's and similarly situated employees' hours worked that were recorded in the ADP app, which
20 caused unpaid minimum and overtime wages.

21 20. Defendants did not have any policy to reimburse Plaintiff or similarly situated employees
22 for the use of their personal cellphones to track their time in the ADP app. Defendants also did not
23 provide any company cellphones, so Plaintiff and similarly situated employees were required to use their
24 personal cellphones. Defendants did not pay Plaintiff or similarly situated employees any
25 reimbursements.

26 21. Defendants had a policy to pay Plaintiff and similarly situated employees their wages
27 more than ten (10) days after the end of the pay period, resulting in untimely payment of wages.
28 Defendants failed to pay Plaintiff and similarly situated employees by the 26th day of the month for work

1 performed between the 1st and 15th of the month and by the 10th day of the following month for any
2 work performed between the 16th and last day of the month.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to all Defendants)**

7 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
8 set forth herein.

9 23. During the class period, Defendants were required to compensate putative class members
10 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per
11 day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in
12 excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A); Cal. Lab. Code*
13 *§§ 510, 1194.*

14 24. Pursuant to Labor Code section 511 and Wage Order No. 4, section 3, Defendants were
15 required to provide putative class members with a consistent alternative workweek schedule. For any
16 work putative class members performed in any workday beyond the schedule established by the
17 agreement up to twelve (12) hours a day or beyond forty (40) hours per week, Defendants were required
18 to pay overtime at one and one-half (1 ½) times the employee's regular rate of pay. *See Cal. Labor*
19 *Code § 511; IWC Wage order No. 4, section 3(B)(1).* For any work performed in excess of twelve (12)
20 hours per day and any work in excess of eight (8) hours on those days worked beyond the regularly
21 scheduled number of workdays established by the alternative workweek agreement, Defendants were
22 required to pay overtime at a rate of (2) times the employee's regular rate of pay. *See id.* Defendants
23 were also required to pay overtime wages where putative class members were provided with fewer than
24 the regularly scheduled hours at a rate of one and one-half (1 ½) times the employee's regular rate of
25 pay for all hours worked in excess of eight (8) hours, and two (2) times the employee's regular rate of
26 pay for all hours worked in excess of twelve (12) hours. *See Cal. Lab. Code § 511; IWC Wage Order*
27 *No. 4, section 3(B)(2).*

28 25. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
and/or forty (40) hours per week on several occasions while employed by Defendants. However,

1 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
2 worked at their regular rates of pay; Defendants only paid overtime when putative class members
3 worked shifts longer than ten (10) hours. Additionally, Defendants scheduled putative class members to
4 work shifts outside of the alternative workweek agreement and work shifts with fewer hours than agreed
5 upon. However, Defendants did not pay the correct overtime wages on these occasions.

6 26. Plaintiff and similarly situated employees were not exempt from overtime protections
7 employees under the California Wage Orders and Labor Code.

8 27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
9 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
10 the extent pertinent as if set forth here in full.

11 **SECOND CAUSE OF ACTION**
12 **FAILURE TO PAY MINIMUM WAGES**
13 **(As to all Defendants)**

14 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
15 set forth herein.

16 29. For the period preceding the filing of this Complaint, Defendants were required to
17 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
18 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code §
19 1194.

20 30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
21 obligation to pay the minimum wage for each hour worked but failed to do so. Beginning in May 2021,
22 Defendants shaved time off of Plaintiff's and putative class members' hours worked and did not pay
23 them for that time.

24 31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.

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THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully set forth herein.

33. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

34. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

35. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

36. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

37. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

38. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully set forth herein.

40. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

41. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

42. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

43. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

44. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

46. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and

1 the last four digits of his or her social security number or an employee
2 identification number other than a social security number, (8) the name
3 and address of the legal entity that is the employer and, if the employer is
4 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
5 name and address of the legal entity that secured the services of the
6 employer, and (9) all applicable hourly rates in effect during the pay
7 period and the corresponding number of hours worked at each hourly rate
8 by the employee. The deductions made from payment of wages shall be
9 recorded in ink or other indelible form, properly dated, showing the
10 month, day, and year, and a copy of the statement and the record of the
11 deductions shall be kept on file by the employer for at least three years at
12 the place of employment or at a central location within the State of
13 California.

14 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
15 itemized statement or failed to provide an accurate and complete itemized statement showing the
16 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
17 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
18 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
19 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
20 worked. Plaintiff and similarly situated employees were not able to promptly and easily determine
21 their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated
22 employees suffered confusion over whether they received all wages owed and were prevented from
23 effectively challenging information on their wage statements.

24 48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
25 employees have been damaged as stated in the section below entitled "DAMAGES," which is
26 incorporated here to the extent pertinent as if set forth here in full.

27 **SIXTH CAUSE OF ACTION**
28 **WAITING TIME PENALTIES**
(As to all Defendants)

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

50. An employer must pay an employee who is terminated all unpaid wages immediately
upon termination. See Cal. Lab. Code § 201.

51. An employer must pay an employee who resigns all unpaid wages within seventy-two
(72) hours of their resignation. See Cal. Lab. Code § 202.

52. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums at their termination or within the required time after their separation from employment.

53. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. See Cal. Lab. Code § 203.

54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

57. California Labor Code section 2802(a) states that "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."

58. Defendants required Plaintiff and similarly situated employees to use their personal cellphones to track their time using an ADP app but failed to reimburse them for such use.

59. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

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EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

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

61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

62. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, or reimbursed for business expenses, during their employment or any time thereafter.

63. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

64. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 511, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
UNTIMELY PAYMENT OF WAGES
(As to all Defendants)

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

66. Labor Code section 204(a) provides that "all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular

1 paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
2 for between the 16th and the 26th day of the month during which the labor was performed, and labor
3 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between
4 the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this
5 provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and
6 between the 16th and last day of the month beyond the maximum time allowed under the statute. This
7 was in violation of the law.

8 67. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
9 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
10 the extent pertinent as if set forth here in full.

11 **TENTH CAUSE OF ACTION**
12 **PRIVATE ATTORNEYS GENERAL ACT**
13 **(As to all Defendants)**

14 68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully
15 set forth herein.

16 69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
17 following provisions of the Labor Code in their dealings with Plaintiff and other Aggrieved Employees:

- 18 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
19 Wages)
- 20 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
21 Minimum Wages)
- 22 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
23 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 24 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest
25 Periods or Pay Premiums in Lieu Thereof)
- 26 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 27 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 28 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174, 1198, Wage Order No. 4, § 7 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

70. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

72. As a proximate result of Defendants' conduct, Plaintiff and Aggrieved Employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;

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1 4. As to the Third Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 5. As to the Fourth Cause of Action:

- 6 a. Wages in an amount to be proven at trial;
- 7 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 8 section 1021.5;

9 6. As to the Fifth Cause of Action:

- 10 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 11 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 12 violation occurred and one hundred dollars (\$100.00) per employee for each
- 13 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 14 (\$4,000.00);
- 15 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 16 226(e);

17 7. As to the Sixth Cause of Action:

- 18 a. An amount to be proven at trial;
- 19 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

20 8. As to the Ninth Cause of Action:

- 21 a. For any initial violations, \$100 for each failure to pay each employee;
- 22 b. For each subsequent violation or any willful or intentional violations \$200 for
- 23 each failure to pay each employee, plus 25 percent of the amount unlawfully
- 24 withheld;

25 9. As to the Tenth Cause of Action:

- 26 a. For civil penalties as provided for in the Labor Code for each enumerated
- 27 violation;
- 28 b. For those Labor Code sections, the violation of which there is no civil penalty

1 provided, the default penalty provided in Labor Code section 2699(f): for any
2 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
3 period; For any subsequent violation, two hundred dollars (\$200) for each
4 aggrieved employee per pay period;

- 5 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
6 d. For any other remedies as allowed by law and/or deemed appropriate by the
7 Court;

8 10. For such other and further relief as this Court may deem just and proper,
9 including, but not limited to:

- 10 a. Wages as proved at trial;
11 b. Injunctive and Declaratory relief;
12 c. Attorney's fees and costs as provided for by law; and
13 d. Interest.

14
15 Dated: February 16, 2022

Shimoda & Rodriguez Law, PC

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17 By: 

18 Galen T. Shimoda
19 Justin P. Rodriguez
20 Brittany V. Berzin
21 Attorneys for Plaintiff
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1 *Hampton v. Unlimited Security Specialists, et al.*
2 *Yolo County Superior Court Case No. CV2021-2130*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Erika F. Collazo, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On February 25, 2022, I served the following documents on the party below:

- 9 • First Amended Complaint for Damages

10 Jason A. Geller (SBN 168149) 11 Nathan K. Low (SBN 299587) 12 Kevin Lawrence Quan (SBN 317798) 13 Fisher and Phillips LLP 14 1 Embracadero Ctr Ste 2050 15 San Francisco, CA 94111 Telephone: (415) 490-9020 Facsimile: (415) 490-9001 Email: jgeller@fisherphillips.com nlow@fisherphillips.com kquan@fisherphillips.com	
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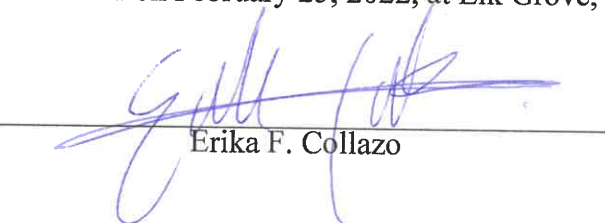
16 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal
18 Service and that each day's mail is deposited with the United States Postal
19 Service that same day in the ordinary course of business. On the date set forth
20 above, I served the aforementioned document(s) on the parties in said action
by placing a true copy thereof enclosed in a sealed envelope with postage
thereon fully prepaid, for collection and mailing on this date, following
ordinary business practices, Elk Grove, California, addressed as set forth
above.

21 [] [By Personal Service] By personally delivering a true copy thereof to the
22 office of the addressee above.

23 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
24 above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
26 personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing is
28 true and correct, and that this declaration was executed on February 25, 2022, at Elk Grove, California.


Erika F. Collazo