

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: jcampbell@aegislawfirm.com

Attorneys for Plaintiff Leslie Suarez, individually,
and on behalf of all other aggrieved employees.

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

01/12/2022

Clerk of the Court

BY: KAREN VALDES

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CGC-22-597580

LESLIE SUAREZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

INTEGRATED SECURITY SERVICES,
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No.

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Leslie Suarez, individually and on behalf of other aggrieved employees, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Leslie Suarez (“Plaintiff”) brings this representative action against
5 defendants Integrated Security Services, Inc., and DOES 1 through 20, inclusive (“Defendants”),
6 on Plaintiff’s own behalf and on behalf of Defendants’ non-exempt employees throughout
7 California.

8 2. Defendants are in the industry providing of security services.

9 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
12 competition.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (d) failing to reimburse necessary business-related costs;
- 20 (e) failing to provide accurate itemized wage statements;
- 21 (f) failing to pay wages weekly; and
- 22 (g) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all
24 others aggrieved employees in California to recover, among other things, civil penalties pursuant
25 to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

26 **JURISDICTION AND VENUE**

27 6. This is a representative action pursuant to Private Attorneys General Act of 2004
28 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at
2 trial.

3 7. This Court has jurisdiction over this action pursuant to the California
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
5 except those given by statutes to other courts. The statutes under which this action is brought do
6 not specify any other basis for jurisdiction.

7 8. This Court has jurisdiction over all Defendants because, upon information and
8 belief, they are citizens of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play and
11 substantial justice.

12 9. Venue is proper in this Court because, upon information and belief, Defendants
13 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
14 took place in this county.

15 **THE PARTIES**

16 10. Plaintiff was a citizen of California and worked for Defendants during the
17 relevant time periods as alleged herein.

18 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
19 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
20 employers, whose employees were and are engaged throughout this county and the State of
21 California.

22 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
24 Complaint and serve such fictitiously named defendants once their names and capacities become
25 known.

26 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
27 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
28 all relevant times.

1 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
2 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
3 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
4 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
5 employer and/or joint employer of Plaintiff and the aggrieved employees.

6 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
7 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
8 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
9 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
10 official policy of Defendants.

11 16. At all relevant times, Defendants, and each of them, acted within the scope of
12 such agency or employment, or ratified each and every act or omission complained of herein. At
13 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
14 each and all the other Defendants in proximately causing the damages herein alleged.

15 17. Plaintiff is informed and believes, and thereon alleges, that each of said
16 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
17 omissions, occurrences, and transactions alleged herein.

18 **GENERAL ALLEGATIONS**

19 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
20 California citizens as non-exempt employees or employees throughout California at Defendants'
21 California business location(s).

22 19. Defendants continue to employ non-exempt employees or employees within
23 California.

24 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
26 were knowledgeable about California's wage and hour laws, employment and personnel
27 practices, and the requirements of California law.

1 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
3 for all time worked (including minimum wages and overtime wages) and that they were not
4 receiving all wages earned for work that was required to be performed. In violation of the Labor
5 Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages
6 (including minimum wages and overtime wages) for all hours worked, including, but not limited
7 to requiring Plaintiff and other aggrieved employees to work off-the-clock, requiring Plaintiff
8 and other aggrieved employees to undergo security or health checks off-the-clock, and failing to
9 compensate Plaintiff and other aggrieved employees for these hours. Further Defendants failed
10 to properly calculate overtime and double time wages due to Plaintiff and other aggrieved
11 employees when they earned bonuses or other incentive pay and when they were paid multiple
12 rates in the same pay period, among other reasons.

13 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other aggrieved employees were entitled to receive all
15 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
16 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
17 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
18 employees did not receive all meal periods or payment of one (1) additional hour of pay at
19 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,
20 uninterrupted meal period.

21 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
23 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
24 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
25 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest
26 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
27 regular rate of pay when a rest break was missed, late, interrupted, or on-duty.

1 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
3 and/or indemnification for all necessary business expenditures or losses as a direct consequence
4 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
5 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred
6 necessary business expenses or losses, such as uniform cost and maintenance, cell phone costs,
7 and other costs, but were not reimbursed nor indemnified of such expenses or losses that were
8 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
9 directions of Defendants.

10 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other aggrieved employees were entitled to receive
12 itemized wage statements that accurately showed the following information pursuant to the
13 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
14 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
15 (4) all deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
17 which the employee is paid; (7) the name of the employee and only the last four digits of his or
18 her social security number or an employee identification number other than a social security
19 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
20 hourly rates in effect during the pay period and the corresponding number of hours worked at
21 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved
22 employees were not provided with accurate itemized wage statements.

23 26. Defendants knew or should have known that they were required to pay Plaintiff
24 and other aggrieved employees on a weekly basis. Plaintiff and other aggrieved employees
25 provided security services and/or were employed as security guards who were assigned to
26 provide security services to specific businesses, often on a temporary basis, for under ninety (90)
27 days. Yet Plaintiff and other aggrieved employees were not paid on a weekly basis as required
28 under Labor Code § 201.3.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that the aggrieved employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, the aggrieved employees did not receive payment of all wages within the permissible time periods.

28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

29. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiff's own behalf and on behalf of all other aggrieved employees to recover, among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)

30. Plaintiff re-alleges and incorporates by reference the previous paragraphs as though fully set forth herein.

31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

32. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

1 33. Defendants' conduct violates numerous Labor Code sections, including, but not
2 limited to, the following:

3 (a) violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 558, 1182.12,
4 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including
5 minimum wage, sick pay, and overtime wages) owed to Plaintiff and other aggrieved
6 employees during employment and upon separation of employment as herein alleged;

7 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
8 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
9 meal periods as herein alleged;

10 (c) violation of Labor Code § 201.3 for failure to pay Plaintiff and other aggrieved
11 employees weekly as herein alleged;

12 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
13 other aggrieved employees and failure to pay premium wages for missed rest periods
14 as herein alleged;

15 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
16 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
17 and

18 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
19 and complete records showing, among other things, the hours worked daily and the
20 wages paid to aggrieved employees as herein alleged; and

21 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
22 other aggrieved employees for necessary business expenses as herein alleged.

23 34. Plaintiff is an "aggrieved employee" because she was employed by the alleged
24 violator and had one or more of the violations committed against her, and therefore is properly
25 suited to represent the interests of all other aggrieved employees.

26 35. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
27 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and
28 all other aggrieved employees under PAGA.

36. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties in addition to other remedies, for violation of the Labor Code sections cited above.

37. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees and the LWDA pursuant to Labor Code § 2698, *et seq.*;

2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et seq.*; and;

3. For such other relief as the Court deems just and proper.

Dated: January 12, 2022

AEGIS LAW FIRM, PC

By: 
Jessica L. Campbell
Attorneys for Plaintiff Leslie Suarez