

MESSRELIAN LAW INC.

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COMES NOW Plaintiff, LOURDES NINOSKA ARENAS PEREZ (hereinafter
“Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants AMERICAN SECURITY FORCE, INC., ALBERT CARL WILLIAMS, and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant AMERICAN SECURITY FORCE, INC. is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Defendant ALBERT CARL WILLIAMS is a citizen of California based on Plaintiff’s information and belief.

5. In relevant part, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

6. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendant ALBERT CARL WILLIAMS is a natural person and an owner, director, officer, and/or managing agent of Defendant AMERICAN SECURITY FORCE, INC., who directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his violations of, or

1 causing Defendants to violate, Labor Code sections 203, 226, 226.7, and the Wage Order (no. 4)
2 pursuant to Labor Code section 558.1. AMERICAN SECURITY FORCE, INC., ALBERT
3 CARL WILLIAMS, and DOES 1 to 25 are collectively referred to as “ASF” or “Defendants”.

4 7. The “Aggrieved Employees” are all current and former hourly, non-exempt or hourly
5 paid employees who worked for ASF in the state of California during the relevant time period
6 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
7 General Act of 2004 (“PAGA”).

8 8. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
9 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
10 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
11 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
12 for the conduct alleged herein. Upon discovering the true names and capacities of these
13 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
14 capacities of these fictitiously named defendants.

15 9. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that
16 information and belief, alleges that at all times herein mentioned, each of the remaining
17 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
18 under the authority of their agency, employment, or representative capacity, with the consent of
19 his/her codefendants.

20 **GENERAL ALLEGATIONS**

21 10. Plaintiff initially started working for ASF approximately in 2014 as a security guard.
22 Plaintiff is still employed at ASF. Plaintiff is classified as an hourly, non-exempt employee and
23 earns \$15/hour. Plaintiff generally works 12.5-hour shifts Monday through Friday with 4 hour
24 shifts on Sundays. Plaintiff and others get paid weekly.

25 11. It is Plaintiff’s position that ASF has violated numerous California Labor Code Sections
26 against Plaintiff and other similarly situated Aggrieved Employees.

27 12. ASF did not provide Plaintiff and other Aggrieved Employees with the minimum wages
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1 to which they were entitled for work performed “off the clock”, pursuant to California Labor
2 Code sections 1194, 1197 and 1197.1. This was so because management would routinely round
3 down hours and the company had a policy of rounding down hours worked to the detriment of
4 employees such as Ms. Arenas. Plaintiff and others also would be required to work through their
5 meal breaks. To the extent that ASF deducted that alleged meal period time from Ms. Arenas’
6 and others’ timesheets, it would be unlawful and a violation of the minimum wage laws. For
7 example, even though Plaintiff only takes a 30-minute meal break (if that, and the meal breaks
8 would sometimes be late, interrupted, or cut short as described below), she has to put 1 hour on
9 the timesheet, which means Plaintiff is not being paid for at least 30 minutes of work each day.
10 Moreover, it is Ms. Arenas’ position that she worked double shifts at times and is simply not
11 paid the correct pay and not paid for all hours worked as there are definitely discrepancies in her
12 pay. Plaintiff is afraid to bring up issues for fear of retaliation. As such, ASF violated Labor
13 Code § 1194 and 1194.2 because it failed to pay Plaintiff and other similarly situated Aggrieved
14 Employees California’s statutory minimum wage and wages for all hours worked.

15 13. Based on the above “off the clock” allegations, ASF also violated Labor Code §510
16 because it failed to pay Plaintiff and other similarly situated Aggrieved Employees overtime,
17 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
18 throughout their employment. Plaintiff and other similarly situated Aggrieved Employees
19 worked more than 8 hours per day, 12 hours per day and/or 40 hours per week, however, they
20 were not compensated for their full and complete overtime hours due to the company not
21 including “off the clock” in the calculation of overtime hours worked. Furthermore, the company
22 did not include bonus payments or incentive payments in calculating employees’ regular rates of
23 pay for purposes of deciphering their overtime rate of pay.

24 14. ASF violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare
25 Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly situated
26 Aggrieved Employees the requisite 30-minute, uninterrupted meal periods for every five (5)
27 hours of work throughout their employment, and Plaintiff did not validly waive said meal
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1 periods. ASF did not completely relieve our clients of all duties during said meal periods. ASF
2 did not pay to Plaintiff one additional hour of pay at our client's regular rate of compensation for
3 each workday that one or more statutory meal periods was not provided. Uninterrupted, off-duty
4 meal breaks were simply not enforced and not provided as a matter of company policy.
5 Furthermore, any argument by ASF that the employees signed an "On Duty Meal Period
6 Agreement" would not hold water since the nature of their job did not prevent them from being
7 relieved of all work duties and the company could have hired "floaters" to relieve the different
8 security guards for their statutory meal and rest breaks. Statutory, timely, uninterrupted meal
9 periods (as Plaintiff's meal periods were be interrupted at times due to her having to check on
10 certain things) was simply not part of the company culture. Moreover, even if Plaintiff was able
11 to get a meal period, it would often be late and after the 5th hour worked. Moreover, Plaintiff
12 and other employees did not receive a second, uninterrupted, and timely meal period after the
13 10th hour worked, especially since Plaintiff and others worked more than a 12-hour shift on a
14 daily basis.

15 15. Similarly, ASF violated Labor Code § 226.7 and the applicable Industrial Welfare
16 Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly situated
17 Aggrieved Employees 10-minute rest periods for every four hours of work, or majority portion
18 thereof, throughout their employment. ASF did not completely relieve Plaintiff of all duty during
19 said rest periods. ASF did not pay to Plaintiff one additional hour of pay at our client's regular
20 rate of compensation for each workday that one or more statutory rest periods was not provided.
21 Plaintiff and others did not receive statutory rest breaks for the same reasons as cited above for
22 the meal breaks. Rest breaks were not part of the culture, were not company policy, and were
23 not enforced at all. In fact, Plaintiff has not received even one timely, uninterrupted rest break
24 throughout her entire employment at ASF. As such, Plaintiff and others never received statutory,
25 10-minute rest breaks wherein they were actually relieved of all duty. Statutory, timely,
26 uninterrupted rest periods was simply not part of the company culture and were not enforced or
27 allowed.

1 16. Furthermore, during the relevant time period and based on the above alleged labor code
2 violations, ASF failed to pay Plaintiff and other similarly situated Aggrieved Employees all
3 wages due to them within any time period specified by California Labor Code section 204. ASF
4 was also in violation of California Labor Code section 226(a) by failing to include pertinent
5 information on the wage statements, including but not limited to, all hours worked, overtime
6 hours worked, gross wages earned, premium pay for missed meal and rest breaks, all deductions,
7 net wages earned, the correct start and end of the pay period, the correct legal name and address
8 of the employer, the correct information of the employee, and reimbursement for business
9 expenses, among others. In fact, Plaintiff never received pay stubs throughout her employment
10 tenure and even up through today and was also not given access. Providing pay stubs with
11 accurate, itemized information regarding hours and wages was not part of the company policy
12 and culture. As such, ASF did not provide Plaintiff and other similarly situated Aggrieved
13 Employees with complete, accurate itemized wage statements.

14 17. ASF violated Labor Code § 203 because it willfully failed to pay other similarly situated
15 Aggrieved Employees their earned and due wages upon separation of employment, either
16 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
17 unpaid wages include the unpaid minimum wages, overtime, premium pay for missed meal and
18 rest breaks, and business expense reimbursement, among others.

19 18. During the relevant time period, ASF also failed to keep accurate and complete payroll
20 records showing the hours worked by Plaintiff and other similarly situated Aggrieved Employees
21 as well as the correct wages paid to Plaintiff and other Aggrieved Employees pursuant to
22 California Labor Code sections 1174(d).

23 19. During the relevant time period, Plaintiff and other Aggrieved Employees incurred
24 necessary, business-related expenses and costs that were not reimbursed by ASF. These costs
25 include, but are not limited to, the use their personal cell phones for work purposes as well as
26 mileage reimbursement, especially if Plaintiff was sent to a different, farther location.

1 Furthermore, ASF did not reimburse Plaintiff for any and all equipment used as a security guard
2 in effectuating her job duties. Accordingly, ASF was in violation of California Labor Code
3 sections 2800 and 2802.

4 20. Moreover, ASF failed to provide sick pay pursuant to Labor Code section 246 and also
5 failed to provide Worker's Compensation coverage for Plaintiff and other Aggrieved Employees
6 in violation of Labor Code Section 3700.5.

7 **FIRST (AND ONLY) CAUSE OF ACTION**

8 **PRIVATE ATTORNEYS GENERAL ACT**

9 **Representative Claim for PAGA penalties under California Labor Code sections**
10 **201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1,**
11 **1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2802, 3700.5, and the**
12 **applicable Industrial Welfare Commission Wage Order No. 4-2001**
13 **(Against All Named Defendants and all DOE Defendants)**

14 21. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 20, inclusive, of this Complaint as though fully set forth herein.

16 22. Pursuant to law, Plaintiff provided the required written notice to the California Labor &
17 Workforce Development Agency (LWDA) and Defendants of the specific violations of the
18 California Labor Code that Defendants and DOE defendants have violated and continue to
19 violate.

20 23. Pursuant to California Labor code section 2699.3, no response was received from
21 the LWDA within 65 days of the postmark date of the above-alleged letter.

22 24. Plaintiff therefore has exhausted all administrative remedies required of her under
23 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
24 of action and pursue penalties in a representative action for Defendants' violations of the Labor
25 Code.

26 25. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
27 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
28 departments, divisions, commissions, boards, agencies, or employees for violation of the code
may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee

1 on behalf of himself or herself and other current or former employees pursuant to the procedures
2 specified in California Labor Code section 2699.3.

3 26. Plaintiff is an “Aggrieved Employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against her, and therefore is
5 properly suited to represent the interests of other current and former hourly, non-exempt
6 employees who worked for ASF in the State of California during the Release Period.

7 27. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
8 penalties under California Labor Code sections 2698 and 2699 because of Defendants’ violations
9 of numerous provisions of the California Labor Code as alleged in this Complaint.

10 28. Plaintiff therefore has exhausted all administrative remedies required of her under
11 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
12 of action and pursue penalties in a representative action for Defendants’ violations of the Labor
13 Code.

14 29. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants
15 for violating the Labor Code.

16 30. California Labor Code section 558 establishes a civil penalty as follows: Any
17 employer or other person action on behalf of an employer who violates, or causes to be violated,
18 a section of this chapter or any provision regulating hours and days of work in any order of the
19 Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage
20 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each
21 underpaid employee for each pay period for which the employee was underpaid ...; (2) for each
22 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
23 period for which the employee was underpaid ...;

24 31. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted
25 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
26 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

27 32. Specifically, Plaintiff seeks penalties under California Labor Code section 2699,
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1 for the following:

2 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
3 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 2802 via 2698
4 and 2699, 3700.5 and any other Labor Codes and Wage Orders (including no. 4) violated
5 on the facts alleged in this Complaint.

6 33. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's
7 fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
8 Employees as alleged herein in an amount to be shown according to proof at trial and within the
9 jurisdictional limits of this Court.

10 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
11 follows:

- 12 1. For the imposition of civil penalties;
- 13 2. For maximum civil penalties available under Labor Code Section 2699 against
14 Defendants in a manner and amount authorized by that statute, as described more
15 particularly in the Complaint and representative PAGA claims.
- 16 3. For all costs and disbursements incurred in this suit;
- 17 4. Reasonable attorney's fees where available by law, including but not limited to,
18 pursuant to Labor Code section 2698 et seq., the California Labor Code; and/or
19 other applicable laws; and
- 20 5. For such other and further relief as this Court may deem proper.

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22 DATED: May 16, 2022

MESSRELIAN LAW INC.

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24 By 
25 Harout Messrelian, Esq.
26 Attorneys for Plaintiff Lourdes Ninoska Arenas
27 Perez
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