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Kern County Superior Court
By Alejandra Velazquez, Deputy

5 Attorney for Plaintiff, JUSTIN SHOCKLEY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF KERN**

11 STATE OF CALIFORNIA ex rel.
12 JUSTIN SHOCKLEY, Private Attorney
General,

13 Plaintiff,

14 v.

15 ALLIED UNIVERSAL EXECUTIVE
16 PROTECTION AND INTELLIGENCE
SERVICES, INC. dba UNIVERSAL
17 PROTECTION SERVICE, LP;
18 UNIVERSAL PROTECTION SERVICE,
LLC; and DOES 1-25, inclusive,

19 Defendants.
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Case No. BCV-22-101140

Assigned for All Purposes to:

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Trial Date: None

Complaint filed:

21
22 COMES NOW Plaintiff STATE OF CALIFORNIA ex rel. JUSTIN SHOCKLEY, Private
23 Attorney General ("Plaintiff"), who asserts claims against ALLIED UNIVERSAL EXECUTIVE
24 PROTECTION AND INTELLIGENCE SERVICES, INC. dba UNIVERSAL PROTECTION
25 SERVICE, LP; UNIVERSAL PROTECTION SERVICE, LLC; and DOES 1-25, inclusive
26 (collectively "Defendants" or "Employer") as follows:

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1 **INTRODUCTION**

2 1. Plaintiff brings this action under the labor Code Private Attorneys General Act of
3 2004 (“PAGA”), Labor Code sections 2698, et seq., on behalf of himself, approximately more than
4 5,000 similarly situated current and former aggrieved employees employed by Universal Protection
5 Service, LP and/or its related entities (“Employer” or “Defendants”) between February 22, 2021,
6 and the resolution of the action (“Statutory Period”), and the People of the State of California
7 (hereinafter collectively “Employees”).

8 2. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code,
9 permits an aggrieved employee to recover civil penalties set forth within the California Labor Code
10 for violations of the California Labor Code. In addition, Section 2699(f) establishes civil penalties
11 for violations of California Labor Code provisions that do not contain their own civil penalties.
12 Employees bring this civil action to recover civil penalties for the violations identified below,
13 including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil penalties
14 specifically set forth within the text of the California Labor Code. Those civil penalties are sought
15 for violations committed against Employees of Employer.

16 3. Plaintiff has exhausted or will exhaust all applicable administrative procedures with
17 the California Labor and Workforce Development Agency (“LWDA”) providing notice of his intent
18 to bring a private attorneys general action for recovery of penalties under the PAGA. To the extent
19 any violations were curable, Employer failed to cure within the time prescribed by law.

20 **JURISDICTION AND VENUE**

21 4. This Court has jurisdiction over this action pursuant to the California Constitution,
22 Article VI, §10.

23 5. Venue is proper in this Court because this action arises from work performed in Kern
24 County.

25 **PARTIES**

26 6. For all times relevant herein except as otherwise specified, JUSTIN SHOCKLEY
27 was an adult individual residing in the state of California. Mr. Shockley is not suing in his individual
28

1 capacity, he is proceeding herein solely under the PAGA, on behalf of the State of California for all
2 aggrieved employees, including himself and other aggrieved employees.

3 7. For all time relevant herein, Plaintiff is informed and believes, and on that basis
4 alleges, that Defendant ALLIED UNIVERSAL EXECUTIVE PROTECTION AND
5 INTELLIGENCE SERVICES, INC. dba UNIVERSAL PROTECTION SERVICE, LP. was and is
6 a business entity doing business and employing Employees in Kern County, California.

7 8. For all time relevant herein, Plaintiff is informed and believes, and on that basis
8 alleges, that Defendant UNIVERSAL PROTECTION SERVICE, LLC was and is a business entity
9 doing business and employing Employees in Kern County, California.

10 9. Whenever in this Complaint reference is made to any act, deed, or conduct of
11 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
12 one or more of its agents, employees, or representatives, who was actively engaged in the
13 management, direction, control, or transaction of the business and affairs of Defendants.

14 10. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
15 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and therefore
16 sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will amend this
17 Complaint to insert the true names and capacities of the Doe Defendants at such time as the identities
18 of the Doe Defendants are ascertained.

19 11. Plaintiff is informed and believes, and based thereon alleges, that the Doe Defendants
20 are the partners, agents, or principals and co-conspirators of Defendants, and of each other; that
21 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
22 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
23 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
24 liability of Defendants as alleged herein.

25 12. Plaintiff is further informed and believe, and thereon allege, that at all times herein
26 material, each Defendant was completely dominated and controlled by its co-Defendant(s) and each
27 was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any
28 conduct by Defendants, or any of them, such allegations and references shall also be deemed to

1 mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever
2 and wherever reference is made to individuals who are not named as defendants in this Complaint,
3 but were employees and/or agents of Defendants, such individuals at all relevant times acted on
4 behalf of Defendants named in this Complaint within the scope of their respective employment or
5 agency with Defendants.

6 **FACTS COMMON TO ALL CAUSES OF ACTION**

7 13. On or about February 4, 2018, Justin Shockley began working for Defendants as a
8 California-based security patrol. Mr. Shockley's last day of employment was on or about August
9 20, 2019.

10 14. On or about November 12, 2021, Defendants failed to produce upon written request
11 copies of Plaintiff's personnel file, hiring paperwork, write-ups, performance evaluations, payroll
12 records, time records, clock-in/ clock-out records, wage statements, any documents he signed, and
13 all written injury and illness prevention plans.

14 15. Subsequently, Plaintiff made a second written request on or about December 23,
15 2021, to Defendants requesting the above referenced documents. Defendants were also
16 unresponsive to this second request.

17 16. Defendants violate its Employees rights by denying its Employees access to all of
18 the records required to be provided to employees upon request as provided by law.

19 17. Defendants fail to afford current and former employees the right to inspect or receive
20 a copy of all of the data required to be kept under Section 226.

21 18. Defendants also violated its Employees rights under Labor Code section 1198 by
22 denying them access to their daily time records. Under the applicable IWC Wage Order, "Time
23 records showing when the employee begins and ends each work period. Meal periods, split shift
24 intervals and total daily hours worked shall also be recorded. Meal periods during which operations
25 cease and authorized rest periods need not be recorded." "An employee's records shall be available
26 for inspection by the employee upon reasonable request."

27 19. Defendants violated Employee's rights by denying them access to inspect their time
28 records.

1 **FIRST CAUSE OF ACTION**

2 **Failure to Produce Personnel Records**

3 **(By Plaintiff against All Defendants)**

4 20. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 21. “Every current and former employee, or his or her representative, has the right to
7 inspect and receive a copy of the personnel records that the employer maintains relating to the
8 employee’s performance or to any grievance concerning the employee. (b) (1) The employer shall
9 make the contents of those personnel records available for inspection to the current or former
10 employee, or his or her representative, at reasonable intervals and at reasonable times, but not later
11 than 30 calendar days from the date the employer receives a written request, unless the current or
12 former employee, or his or her representative, and the employer agree in writing to a date beyond
13 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days
14 from the employer’s receipt of the written request.” Lab. Code, § 1198.5, subds. (a) and (b).

15 22. Throughout the Statutory Period, Defendants violated these provisions by failing to
16 allow Employees access to all personnel records which they are entitled to inspect and receive.
17 Defendants maintain a policy and practice of ignoring Employees’ requests for their employment
18 records.

19 23. For example, Mr. Shockley requested these records by letter on November 12, 2021,
20 and again on December 23, 2021.

21 24. Defendants failed to produce any records in response to Employees’ requests made
22 under the foregoing provisions.

23 25. Defendants are subject to civil penalties as provided by law.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Produce Payroll Statements and/or Data**

26 **(By Plaintiff against All Defendants)**

27 26. Plaintiff incorporates by reference and realleges each and every allegation contained
28 above, as though fully set forth herein.

1 27. “An employer that is required by this code or any regulation adopted pursuant to this
2 code to keep the information required by [Labor Code § 226] subdivision (a) shall afford current
3 and former employees the right to inspect or receive a copy of records pertaining to their
4 employment, upon reasonable request to the employer. The employer may take reasonable steps to
5 ensure the identity of a current or former employee. If the employer provides copies of the records,
6 the actual cost of reproduction may be charged to the current or former employee. (c) An employer
7 who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision
8 (b) pertaining to a current or former employee shall comply with the request as soon as practicable,
9 but no later than 21 calendar days from the date of the request. A violation of this subdivision is an
10 infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an
11 affirmative defense for an employer in any action alleging a violation of this subdivision. An
12 employer may designate the person to whom a request under this subdivision will be made.” Lab.
13 Code, § 226, subs. (b) and (c).

14 28. Throughout the Statutory Period, Defendants violated these provisions by failing to
15 allow Employees access to all wage statement records and/or data which they are entitled to inspect
16 and receive. Defendants maintain a policy and practice of ignoring Employees’ requests for their
17 employment records.

18 29. For example, Mr. Shockley requested these records by letter on November 12, 2021,
19 and again on December 23, 2021.

20 30. Defendants failed to produce any records in response to Employees’ requests made
21 under the foregoing provisions.

22 31. Defendants are subject to civil penalties as provided by law.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Provide Time and Wage Records**

25 **(By Plaintiff against All Defendants)**

26 32. Plaintiff incorporates by reference and realleges each and every allegation contained
27 above, as though fully set forth herein.

1 33. Labor Code section 1198 provides that “the standard conditions of labor fixed by the
2 commission shall be ... standard conditions of labor for employees.”

3 34. Included in the Commission’s standard conditions of labor is the requirement that
4 “Every employer shall keep accurate information with respect to each employee including the
5 following: ... Time records showing when the employee begins and ends each work period. Meal
6 periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during
7 which operations cease and authorized rest periods need not be recorded. ... Total wages paid each
8 payroll period, including value of board, lodging, or other compensation actually furnished to the
9 employee. ... Total hours worked in the payroll period and applicable rates of pay. This information
10 shall be made readily available to the employee upon reasonable request.” “Every employer shall
11 semimonthly or at the time of each payment of wages furnish each employee, either as a detachable
12 part of the check, draft, or voucher paying the employee’s wages, or separately, an itemized
13 statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the
14 employee is paid; (3) the name of the employee or the employee’s social security number; and (4)
15 the name of the employer, provided all deductions made on written orders of the employee may be
16 aggregated and shown as one item.”

17 35. “All required records shall be in the English language and in ink or other indelible
18 form, properly dated, showing month, day and year, and shall be kept on file by the employer for at
19 least three years at the place of employment or at a central location within the State of California.
20 An employee’s records shall be available for inspection by the employee upon reasonable request.”

21 36. Throughout the Statutory Period, Defendants violated these provisions by failing to
22 allow Employees access to all time and wage records which they are entitled to inspect and receive.
23 Defendants maintain a policy and practice of ignoring Employees’ requests for their employment
24 records.

25 37. For example, Mr. Shockley requested these records by letter on November 12, 2021,
26 and again on December 23, 2021.

27 38. Defendants failed to produce any records in response to Employees’ requests made
28 under the foregoing provisions.

39. Defendants are subject to civil penalties as provided by law.

FOURTH CAUSE OF ACTION

Failure to Provide All Signed Documents

(By Plaintiff against All Defendants)

40. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

41. "If an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Lab. Code, § 432.

42. Throughout the Statutory Period, Defendants violated these provisions by failing to allow Employees access to all documents signed by Employees, which they are entitled to inspect and receive.

43. Defendants maintain a policy and practice of ignoring Employees' requests for their employment records.

44. For example, Mr. Shockley requested these records by letter on November 12, 2021, and again on December 23, 2021.

45. Defendants failed to produce any records in response to Employees' requests made under the foregoing provisions.

46. Defendants are subject to civil penalties as provided by law.

FIFTH CAUSE OF ACTION

Failure to Provide Access to Injury and Illness Prevention Program

(By Plaintiff against All Defendants)

47. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

48. Throughout the Statutory Period, Employer violated the following provisions of applicable regulation, Cal. Code Regs., tit. 8, § 3203:

1. Provide access in a reasonable time, place, and manner, but in no event later than five (5) business days after the request for access is received from an employee or designated representative.

1 a. Whenever an employee or designated representative requests a copy of the
2 Program, the employer shall provide the requester a printed copy of the Program,
3 unless the employee or designated representative agrees to receive an electronic copy
4 of the Program.

5 b. One printed copy of the Program shall be provided free of charge. If the
6 employee or designated representative requests additional copies of the Program
7 within one (1) year of the previous request and the Program has not been updated
8 with new information since the prior copy was provided, the employer may charge
9 reasonable, non-discriminatory reproduction costs (per Section 3204(e)(1)(E)) for
10 the additional copies. or,

11 2. Provide unobstructed access through a company server or website, which allows
12 an employee to review, print, and email the current version of the Program.
13 Unobstructed access means that the employee, as part of his or her regular work
14 duties, predictably and routinely uses the electronic means to communicate with
15 management or coworkers.

16 49. Throughout the Statutory Period, Defendants violated these provisions by failing to
17 allow Employees access to all injury and illness prevention program materials, which they are
18 entitled to inspect and receive.

19 50. Defendants maintain a policy and practice of ignoring Employees' requests for
20 these records.

21 51. For example, Mr. Shockley requested these records by letter on November 12,
22 2021, and again on December 23, 2021.

23 52. Defendants failed to produce any records in response to Employees' requests made
24 under the foregoing provisions.

25 53. Defendants are subject to civil penalties as provided by law.

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PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For civil penalties pursuant to Labor Code sections 2698, et seq. in an amount to be ascertained at trial exceeding \$25,000;
2. For reasonable costs and attorneys' fees; and
3. For such other and further relief as the Court deems proper.

DATED: May 11, 2022

WORKWORLD LAW CORP.
A Professional Corporation

By: 
RUBEN ESCOBEDO
Attorney for Plaintiff, JUSTIN SHOCKLEY