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Attorneys for Plaintiffs,

MICHAEL JOHNSON on behalf of himself and the putative class, those similarly situated, and/or aggrieved California-based non-exempt employees; and FRANK DEGOURVILLE on behalf of himself and the putative class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
LOS ANGELES COUNTY

MICHAEL JOHNSON, on behalf of himself,
 those similarly situated, and/or aggrieved
 California-based non-exempt employees; and
 FRANK DEGOURVILLE on behalf of himself
 and those similarly situated,

Plaintiffs,

v.

INTERNATIONAL PROTECTIVE SERVICE,
 INC.; AND DOES 1 THROUGH 100,
 INCLUSIVE,

Defendants.

Case No. **22STCV24153**

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods
2. Failure to Authorize or Permit Rest Periods
3. Failure to Timely Pay Final Wages
4. Failure to Provide Itemized Wage Statements
5. Failure to Pay All Wages Due Upon Termination
6. Unfair Competition Law (Bus. & Prof. Code Section 17200)
7. Civil Penalties Pursuant To The Private Attorneys General Act of 2004 ("PAGA"), Lab. Code § 2698, *et seq.*

[CLASS ACTION]

DEMAND FOR JURY TRIAL

1. Plaintiff Michael Johnson (“Johnson”), on behalf of himself, those similarly situated, and/or aggrieved California-based non-exempt employees of Defendants and Plaintiff Frank Degourville (“Degourville”) on behalf of himself and those similarly situated (“Plaintiffs”), bring this action against Defendants International Protective Service, Inc. (hereinafter “IPS”); and Does 1 through 100, inclusive, (hereinafter, referred to collectively as “Defendants”) as follows:

INTRODUCTION

2. This is a class and Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq. ("PAGA") representative action for wage and hour violations arising out of, among other things, Defendants' failure to provide meal periods and authorize or permit rest breaks in accordance with California law.

3. As more fully set forth herein, Defendants intentionally failed to provide off-duty meal and rest periods, failed to provide premium pay for missed meal and rest breaks, failed to provide accurate itemized wage statements and failed to timely pay all wages to separating employees.

4. Johnson brings this PAGA representative action on behalf of himself and the State of California seeking civil penalties associated with Defendants' violations of the Labor Code against Plaintiff and other current and former aggrieved California-based non-exempt employees of Defendants based on Defendants' failure to authorize or permit meal periods; failure to authorize or permit rest periods; statutory penalties for failure to provide accurate wage statements; and waiting time penalties in the form of continuation of wages for failure to timely pay employees all wages due upon separation of employment. Johnson seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and all aggrieved California-based non-exempt employees of Defendants.

PARTIES

5. Plaintiffs are and at all times relevant hereto has been, individuals residing in Los Angeles County, California. Plaintiffs worked for Defendants throughout Los Angeles, California, including patrolling the city of Beverly Hills. Plaintiff Johnson began working for Defendants on March 26, 2019 and Degourville began working for Defendants on January 8, 2021.

1 6. Johnson brings this action on behalf of himself, all aggrieved California-based non-exempt
2 employees of Defendants, and the State of California pursuant to the PAGA. Johnson and the aggrieved
3 employees are current, former, and/or future employees of Defendants who worked, work, or will work
4 for Defendants as hourly non-exempt employees in California. At all times mentioned herein, Johnson is
5 and was domiciled and a resident and citizen of California and was employed by Defendant as an hourly
6 non-exempt employee within the one year prior to the filing of the PAGA notice with the Labor and
7 Workforce Development Agency (“LWDA”).

8 7. Plaintiffs are informed and believe, and based thereon allege, that Defendant IPS is
9 authorized to do business within the State of California, and is doing business throughout the state of
10 California, including in the County of Los Angeles. and/or that Defendants DOES 1-33 are, and at all
11 times relevant hereto were persons acting on behalf of IPS, who violated or caused to be violated
12 provisions of the Labor Code and/or the Industrial Welfare Commission’s wage orders regulating hours
13 and days of work. Plaintiffs are informed and believe and thereon allege that IPS was Plaintiffs’ employer
14 and suffered and permitted Plaintiffs, those similarly situated, and/or all aggrieved California-based non-
15 exempt employees to work and exercised control over the wages, hours and working conditions of
16 employment of Plaintiffs, those similarly situated, and/or all aggrieved California-based non-exempt
17 employees.

18 8. Plaintiffs are informed and believe and thereon allege that Defendants DOES 33 through
19 66 are corporations, or are other business entities or organizations of a nature unknown to Plaintiffs that
20 employed Plaintiffs, permitted Plaintiffs, those similarly situated, and/or all aggrieved California-based
21 non-exempt employees to work, and exercised control over the wages, hours and working conditions of
22 employment of Plaintiffs, those similarly situated, and/or all aggrieved California-based non-exempt
23 employees.

24 9. Plaintiffs are informed and believe and thereon allege that Defendants DOES 66 through
25 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued individually and in
26 his or her capacity as an agent, shareholder, owner, representative, manager, supervisor, independent
27 contractor and/or employee of each defendant who violated or caused to be violated the wage provisions
28 of the Labor Code and/or any provision of the Industrial Welfare Commission’s wage orders regulating

1 hours and days of work.

2 10. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100. Plaintiffs sue
3 said defendants by said fictitious names and will amend this complaint when the true names and capacities
4 are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the
5 Court. Plaintiffs are informed and believe that each of the fictitiously named defendants is in some manner
6 responsible for the events and allegations set forth in this complaint.

7 11. Plaintiffs are informed and believe and thereon allege that at all times relevant herein, each
8 and every one of the Defendants, including the Doe Defendants, acted in concert and in furtherance of
9 each other's interest. The acts of any individual defendants, as described herein, were known to and
10 ratified by all Defendants.

11 12. Plaintiffs are informed and believe and thereon allege that at all relevant times each of the
12 Defendants was the integrated enterprise, joint employer of Plaintiffs and was engaged with some or all
13 the other Defendants in a joint enterprise for profit and bore such other relationships to some or all of the
14 other Defendants so as to be liable for the conduct of them. Plaintiffs performed services for each and
15 every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control
16 of Plaintiffs as employers, either directly or indirectly, and of the manner in which Defendants business
17 was conducted.

18 13. Plaintiffs are further informed and believe and thereon allege that all Defendants acted
19 pursuant to and within the scope of the relationships alleged above, that all Defendants knew or should
20 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of
21 all other Defendants; and that all Defendants acted pursuant to a conspiracy and agreement to do the things
22 alleged herein.

23 14. Plaintiffs make the allegations in this complaint without any admission that, as to any
24 particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and Plaintiffs reserve
25 all of Plaintiffs' rights to plead in the alternative.

26 ***JURISDICTION AND VENUE***

27 15. This Court has jurisdiction over Plaintiffs, those similarly situated, and/or all aggrieved
28 California-based non-exempt employees' claims because Plaintiffs' lawsuit seeks damages, restitution,

1 declaratory relief, equitable relief, civil penalties, and reasonable attorneys' fees and costs in excess of
2 \$25,000 and Defendants employed aggrieved employees and injuries occurred in locations throughout
3 California including the cities of Malibu, Agoura Hills, Beverly Hills, and Pacific Palisades, where
4 Plaintiffs worked. Plaintiffs at all times relevant herein were residents of the County of Los Angeles,
5 California.

6 16. This Court has jurisdiction over IPS because at all times relevant, it is and was authorized
7 to transact, and is transacting business in Los Angeles County, California.

8 17. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the acts,
9 events, and omissions complained of herein occurred in Los Angeles County, California.

10 **CLASS ACTION ALLEGATIONS**

11 18. Plaintiffs Johnson and Degourville bring this action on their own behalf, and on behalf of
12 all other persons similarly situated, namely each and every individual who has worked as a nonexempt
13 employee during the Class Period at Defendants' locations in California, and who were not compensated
14 in accordance with California law.

15 19. **Definition:** Plaintiffs bring this action on behalf of themselves and the class pursuant to
16 California *Code of Civil Procedure* § 382 and is consistent with Fed. R. Civ. P. Rules 23(a), (b)(1), (b)(2),
17 and (b)(3). The class is defined as: "All current and former nonexempt employees who worked in
18 California for DEFENDANT, at any time beginning four (4) years prior to the filing of the Complaint
19 through the date that class certification is granted."

20 20. **Numerosity of the Class:** The persons in the Class proposed herein are so numerous that
21 joinder of all such persons is impracticable. Plaintiffs are informed and believe and, on that basis, allege
22 that there are over 165 current and former aggrieved employees of Defendants employed as nonexempt
23 employees at Defendants' locations in California during the Class Period. The precise number of Class
24 Members will be known to Plaintiffs during discovery. Disposition of Plaintiffs' claims in a class action
25 will be of benefit to all parties and to the Court.

26 21. **Existence of Predominance of Common Questions of Fact and Law:** Pursuant to Code
27 of Civil § 382, common questions of law and fact exist as to all members of the Class. These questions
28 predominate over any questions affecting only individual Class members. These common legal and factual

1 questions include:

- 2 a. Whether Defendants violated Labor Code § 226.7 and/or § 512 and/or Industrial
3 Welfare commission Order No. 4 and engaged in a pattern or practice of failing to
4 provide timely, off-duty thirty (30) minute meal periods;
- 5 b. Whether Defendants engaged in a pattern or practice of failing to compensate Plaintiffs
6 and the members of the Class for missed, untimely, or on-duty minute meal periods as
7 required by California law;
- 8 c. Whether Defendants violated Labor Code §226.7 and Industrial Welfare Commission
9 Order No. 4 by failing to provide ten (10) minute, uninterrupted rest periods as
10 required by California law;
- 11 d. Whether Defendants engaged in a pattern or practice of failing to compensate Plaintiffs
12 and the members of the Class for failing to provide ten (10) minute, uninterrupted rest
13 periods as required by California law;
- 14 e. Whether Defendants violated Labor Code §226(a) by failing to issue accurate itemized
15 wage statements to Plaintiffs and members of the Class;
- 16 f. Whether Defendants violated Labor Code §§ 201-203 by failing to timely pay all
17 wages due at termination;
- 18 g. The nature and extent of class-wide injury and the measure of damages for the injury.

19 22. **Typicality:** Plaintiffs' claims are typical of the members of the Class because Plaintiffs,
20 nonexempt employees for Defendants, were exposed and subjected to the same unlawful business
21 practices as other nonexempt employees employed by Defendants in California during the Class Period.
22 Plaintiffs and the members of the Class sustained the same type of damages and losses.

23 23. **Adequacy:** Plaintiffs are adequate representatives of the Class they seeks to represent
24 because their interests do not conflict with the interests of the members of the Class. Plaintiffs have
25 retained counsel competent and experienced in complex class action litigation and Plaintiffs intend to
26 prosecute this action vigorously. The interests of members of the Class will be fairly and adequately
27 protected by Plaintiffs and their counsel.

28 24. **Superiority and Substantial Benefit:** The class action is superior to other available means

1 for the fair and efficient adjudication of Plaintiffs and the Class Members' claims. The damages suffered
2 by each individual Class Member may be limited. Damages of such magnitude are small given the burden
3 and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants'
4 conduct. Further, it would be virtually impossible for Class Members to redress the wrongs done to them
5 on an individual basis. Even if members of the Class themselves could afford such individual litigation,
6 the court system could not. Individualized litigation increases the delay and expense to all parties and the
7 court system, due to the complex legal and factual issues of the case. By contrast, the class action device
8 presents far fewer management difficulties, and provides the benefits of single adjudication, economy of
9 scale, and comprehensive supervision by a single court.

10 25. The Class should also be certified because the prosecution of separate actions by individual
11 Class Members would create a risk of inconsistent adjudications which would establish incompatible
12 standards of conduct for Defendants.

13 **CLASS/PAGA ACTION ALLEGATIONS**

14 26. Defendants own and/or operate International Protective Service, Inc. at approximately five
15 locations throughout California.

16 27. Plaintiff Johnson worked for Defendants from March 25, 2019 through June 4, 2021 as a
17 Protection Agent.

18 28. Plaintiff Degourville worked for Defendants from January 8, 2021 through June 3, 2021.

19 29. At all times relevant hereto, Defendants employed individuals as nonexempt employees,
20 but failed to provide and/or permit meal and rest periods as required by California law.

21 30. By virtue of this failure to abide by the California Labor Code and IWC Wage Orders,
22 Defendants have received substantial sums of money, and have realized profits from the labor of its
23 nonexempt employees.

24 31. Plaintiffs are informed and believe and, on that basis, allege that, Defendants regularly
25 denied Plaintiffs, those similarly situated, and/or aggrieved employees a meal period, as required by
26 California law. Plaintiffs are informed and believe and, on that basis, allege that, Defendants failed to
27 compensate Plaintiffs, those similarly situated, and aggrieved employees for any and all missed meal
28 periods.

1 32. Plaintiffs are informed and believe and, on that basis, allege that, Defendants regularly
2 denied Plaintiffs, those similarly situated, and/or aggrieved employees rest periods, as required by
3 California law. Plaintiffs are informed and believe and, on that basis, allege that, Defendants failed to
4 compensate Plaintiffs, those similarly situated, and/or aggrieved employees for any and all missed rest
5 periods.

6 33. These practices caused:

- 7 a. A failure to pay all wages earned at the time of separation from
- 8 employment, in violation of *Labor Code* § 203.
- 9 b. A failure to timely pay wages earned, in violation of *Labor Code* § 204.
- 10 c. Wage statements that did not accurately report hours worked, in violation
- 11 of *Labor Code* § 226.

12 34. When it was very busy, Plaintiffs, those similarly-situated, and/or aggrieved employees
13 were denied the ability to take lawful meal periods and/or rest breaks due to business demands. No
14 premium compensation was paid when the dealership failed to provide meal periods or failed to permit
15 rest breaks. These practices result in violations of *Labor Code* § 226.7, 512, and IWC Wage Order 4
16 Sections 11 and 12.

17 35. Plaintiffs, those similarly situated, and/or aggrieved employees have been damaged as a
18 result of their unlawful treatment, in that they have not received legally required wages and have been,
19 and continue to be, unlawfully denied meal and rest periods.

20 36. Plaintiffs are informed and believe and, on that basis, allege that, Defendants regularly
21 failed to provide Plaintiffs, those similarly situated, and/or aggrieved employees accurate itemized wage
22 statements including all hours worked and wages earned.

23 37. Plaintiffs are informed and believe and, on that basis, allege that, Plaintiffs, those similarly
24 situated, and/or aggrieved employees were not timely paid all wages due at the time of separation of
25 employment.

26 38. Plaintiffs bring this action on behalf of themselves, on behalf of those similarly situated,
27 and/or aggrieved employees who have worked for Defendants' dealerships during the Class Period and
28 within one year of filing the PAGA notice with the LWDA ("PAGA Period"). The relief sought in this

1 action is necessary to restore to all employees who have worked at Defendants' dealerships at any time
2 during the Class Period and/or PAGA Period, the money which Defendants herein have illegally acquired
3 through the unlawful treatment described herein, civil penalties for themselves, the State of California,
4 and all aggrieved California-based non-exempt employees of Defendants, and to prohibit Defendants, and
5 each of them, from continuing to subject all current and future employees to these same unfair, fraudulent
6 and unlawful business and employment practices.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF CALIFORNIA LABOR CODE**
9 **SECTIONS 512 AND 226.7 AND THE WAGE ORDER**

10 **(By Plaintiffs, Putative Class Members, and Aggrieved Employees Against**
11 **All Defendants)**

12 39. Plaintiffs, the Class members, and aggrieved employees incorporate by reference all
13 paragraphs above, as if fully set forth herein.

14 40. During the entirety of their employment, Defendants regularly denied Plaintiffs, the Class
15 members, and aggrieved employees meal periods. Defendants failed to compensate Plaintiffs, the Class
16 members, and aggrieved employees for denied meal periods.

17 41. California law requires an employer to provide its employees an uninterrupted meal period
18 of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer
19 relinquishes control over the employee's activities no later than the end of the employee's fifth hour of
20 work and a second meal period no later than the employee's tenth hour of work. (Labor Code sections
21 226.7, 512; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004). If the employer requires
22 the employee to remain at the work site or facility during the meal period, the meal period must be paid.
23 This is true even where the employee is relieved of all work duties during the meal period. (*Bono*
24 *Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968). If the employee is not free to leave the work
25 premises or worksite during the meal period, even if the employee is relieved of all other duty during the
26 meal period, the employee is subject to the employer's control and the meal period is counted as time
27 worked.

28 42. If an employer fails to provide an employee a meal period in accordance with the law, the

1 employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each
2 workday that a legally required and compliant meal period was not provided. (Labor Code section 226.7).

3 43. Defendants failed to pay premium wages to Plaintiffs, the Class members, and aggrieved
4 employees to compensate them for each workday they did not receive all legally required and/or compliant
5 meal periods.

6 44. As a result of Defendants' failure to provide Plaintiffs, the Class members, and aggrieved
7 employees with meal periods in accordance with the above-referenced legal authority, in addition to any
8 wages due and owing for working through their meal periods, and separate from any other penalties to
9 which they are entitled, Plaintiffs, the Class members, and aggrieved employees are owed one (1) hour at
10 their regular rate of compensation for each meal period that was not provided.

11 45. Pursuant to Labor Code section 226.7 and the Wage Order, Plaintiffs, the Class members,
12 and aggrieved employees are entitled to recover additional compensation for all meal periods that were
13 missed, but not paid for, during the four (4) years preceding the filing of this Complaint, plus penalties
14 pursuant to Labor Code §§ 226.7, and 558.

15 46. As a proximate result of the aforementioned violations, Plaintiffs, the Class members, and
16 aggrieved employees have been damaged in an amount according to proof at the time of trial and have
17 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such monies, and
18 lost interest on such monies in seeking to compel Defendants to fully perform their obligation under state
19 law. Plaintiffs, the Class members, and aggrieved employees are thus entitled to recover nominal, actual,
20 and compensatory damages in an amount according to proof at time of trial.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR**

23 **CODE SECTION 226.7 AND THE WAGE ORDER**

24 **(By Plaintiffs, Putative Class Members, and Aggrieved Employees Against**

25 **All Defendants)**

26 47. Plaintiffs, the Class members, and aggrieved employees incorporate by reference all
27 paragraphs above as if fully set forth herein.

28 48. California law requires that "[e]very employer shall authorize and permit all employees to

1 take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized
2 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
3 per four (4) hours or major fraction thereof....” Wage Order 4, §12. Employees are entitled to 10 minutes
4 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
5 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant*
6 *Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest
7 period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest
8 periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods
9 employers must relieve employees of all duties and relinquish control over how employees spend their
10 time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable
11 provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s
12 regular rate of compensation for each work day that the rest period is not provided.” Wage Order 4, §12;
13 Labor Code §226.7.

14 49. During the entirety of their employment, Defendants regularly denied Plaintiffs, the Class
15 members, and aggrieved employees rest periods from all work duties. Defendants failed to compensate
16 Plaintiffs, the Class members, and aggrieved employees for denied rest periods.

17 50. Similarly, Defendants failed to pay Plaintiffs, the Class members, and aggrieved employees
18 one (1) hour of pay at their regular rate of pay for each workday they did not receive at least one legally
19 required and/or legally compliant rest periods.

20 51. Pursuant to Labor Code section 226.7 and the Wage Order, Defendants are liable to
21 Plaintiffs for one (1) hour of additional pay at their regular rate of compensation for each workday that
22 Defendants did not provide all legally required and/or legally compliant rest periods plus pre-judgment
23 interest.

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THIRD CAUSE OF ACTION

**FAILURE TO PAY ALL WAGES TIMELY UPON SEPERATION OF EMPLOYMENT IN
VIOLATION OF LABOR CODE SECTIONS 201 AND 203**

**(By Plaintiffs, Putative Class Members, and Aggrieved Employees Against
All Defendants)**

52. Plaintiffs incorporate by reference all paragraphs above as if fully set forth herein.

53. At all relevant times, Plaintiffs, the Class members, and aggrieved employees were employees of Defendants covered by California Labor Code sections 201-203.

54. Pursuant to California Labor Code sections 201 and 202, Plaintiffs, putative Class members, and aggrieved employees were entitled to timely payment of all wages earned and unpaid prior to separation at the time of termination. Discharged employees are entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination.

55. As a derivative of his claims above, Plaintiffs, the Class members, and aggrieved employees allege Defendants failed to pay them all wages earned and unpaid prior to their termination, in accordance with California Labor Code section 201. Specifically, Plaintiffs, the Class members, and aggrieved employees allege Defendants failed to pay them meal period premium wages and/or rest period premium wages upon the termination of their employment in violation of Labor Code section 201.

56. Defendants' failure to pay Plaintiffs, the Class members, and aggrieved employees all wages earned prior to separation of employment timely in accordance with California Labor Code sections 201 was willful. Defendants had the ability to pay all wages earned by Plaintiffs, the Class members, and aggrieved employees prior to separation of employment in accordance with California Labor Code sections 201, but intentionally adopted policies or practices incompatible with the requirements of California Labor Code sections 201 and 202. Defendants' practices include failing to meal period premium wages, and rest period premium wages during Plaintiffs and the Class members' employment.

57. As a result of Defendants' conduct, Plaintiffs, the Class members, and aggrieved employees have suffered damages in an amount, subject to proof, to the extent he was not paid for all wages earned prior to separation.

58. As a result of Defendants' conduct, Plaintiffs, the Class members, and aggrieved

1 employees have suffered damages in an amount, subject to proof, to the extent they were not paid all
2 continuation wages owed under California Labor Code section 203.

3 59. Pursuant to either California Labor Code section 201 or 202, Plaintiffs are entitled to all
4 wages earned prior to separation of employment that Defendants did not pay them and interest thereon.

5 60. Pursuant to California Labor Code section 203, Plaintiffs, the Class members, and
6 aggrieved employees are entitled to continuation of their wages, from the day their earned and unpaid
7 wages were due upon separation until paid, up to a maximum of thirty (30) days, and interest thereon.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR**
10 **CODE SECTION 226**

11 **(By Plaintiffs, Putative Class Members, and Aggrieved Employees Against**
12 **All Defendants)**

13 61. Plaintiffs, the Class members, and aggrieved employees hereby incorporate by reference
14 each and every paragraph, as if fully set forth herein.

15 62. At all times relevant to this Complaint, Plaintiffs, the Class members, and aggrieved
16 employees were hourly employees of Defendants, covered by California Labor Code section 226.

17 63. Pursuant to California Labor Code section 226, subdivision (a), Plaintiffs, putative Class
18 members, and aggrieved employees were entitled to receive, semimonthly or at the time of each payment
19 of wages, an itemized wage statement accurately stating the following:

20 (1) gross wages earned, (2) total hours worked by the employee, except for
21 any employee whose compensation is solely based on a salary and who is
22 exempt from payment of overtime under subdivision (a) of Section 515 or
23 any applicable order of the Industrial Welfare Commission, (3) the number
24 of piece-rate units earned and any applicable piece rate if the employee is
25 paid on a piece-rate basis, (4) all deductions, provided that all deductions
26 made on written orders of the employee may be aggregated and shown as
27 one item, (5) net wages earned, (6) the inclusive dates of the period for
28 which the employee is paid, (7) the name of the employee and his or her
social security number, except that by January 1, 2008, only the last four
digits of his or her social security number or an employee identification
number other than a social security number may be shown on the itemized
statement, (8) the name and address of the legal entity that is the employer,
and (9) all applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the employee.

64. Plaintiffs, the Class members, and aggrieved employees believe and thereon alleges that

Defendants failed to furnish them with proper and accurate itemized written statements including but not limited to the gross wages earned; the net wages earned; and the total hours worked.

65. Plaintiffs, the Class members, and aggrieved employees allege that Defendants' failure to furnish Plaintiffs, the Class members, and aggrieved employees with proper itemized wage statements was done knowingly and intentionally, and that they suffered injury thereby. Thus, under California Labor Code section 226(e), Plaintiffs, the Class members, and aggrieved employees are "entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00)..."

66. Plaintiffs, putative Class members, and aggrieved employees are also entitled to all reasonable attorney's fees and costs of suit pursuant to Labor Code section 226(e).

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiffs, Putative Class Members, and Aggrieved Employees Against All Defendants)

67. Plaintiffs, the Class members, and aggrieved employees incorporate by reference all paragraphs above as if fully set forth herein.

68. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of California Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to provide legally-required meal periods and/or pay meal period premium wages; failure to authorize or permit all legally required and compliant rest periods and/or pay rest period premium wages; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment.

69. Due to their unfair and unlawful business practices in violation of the California Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to provide compliant meal periods or pay meal period premium wages, authorize or permit all legally required and compliant rest periods or pay rest period premium wages, provide accurate wage and hour statements and timely pay all wages due upon

1 separation of employment.

2 70. As a result of Defendants' unfair competition as alleged herein, Plaintiffs, the Class
3 members, and aggrieved employees have suffered injury in fact and lost money or property, as described
4 in more detail above.

5 71. Pursuant to Business and Professions Code section 17203, Plaintiffs, the Class members,
6 and aggrieved employees are entitled to restitution of all wages and other monies rightfully belonging to
7 them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
8 practices.

9 **SIXTH CAUSE OF ACTION**

10 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004,**
11 **LABOR CODE SECTION 2698, *et seq.***

12 **(By Plaintiff Johnson and Aggrieved Employees Against**
13 **All Defendants and DOES 1 through 100, Inclusive)**

14 72. Johnson, the Class members, and aggrieved employees re-allege and incorporate by
15 reference each and every allegation set forth in the preceding paragraphs.

16 73. During the period beginning one-year preceding the filing of notice with the LWDA,
17 Defendants violated Labor Code sections 203, 204, 226, 226.7, 512, 558, 558.1, and IWC Wage Order 4
18 §§ 11 and 12 as alleged herein.

19 74. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on
20 behalf of himself and other current or former employees, to bring a civil action to recover civil penalties
21 against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

22 75. Johnson has complied with the procedures for brining suit specified in Labor Code section
23 2699.3. On April 25, 2022, Johnson filed notice with the Labor and Workforce Development Agency
24 ("LWDA") and on April 25, 2022, provided notice to Defendants by certified mail which provided notice
25 of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories
26 to support the alleged violations. True and correct copies of Johnson's notice to the LWDA and to
27 Defendants is hereto attached as **Exhibit 1**.

28 76. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified

1 mail to the parties that it intends to investigate the alleged violations of the Labor Code within 65 days of
2 the date of the complainant's written notice and/or Defendants may attempt to cure for certain violations.
3 The LWDA failed to provide the parties notice within 65 days of the date of Johnson's letter that the
4 LWDA intends to investigate Johnson's claims and/or Defendants failed to cure any of the alleged
5 violations which could have been cured.

6 77. Pursuant to Labor Code sections 2699(a) and (f), Johnson seeks, within the one year prior
7 to the filing of the LWDA letter, civil penalties for Defendants' violations of Labor Code 203, 204, 206,
8 221, 225.5, 558, 558.1, in the following amounts:

- 9 d. For violations of Labor Code sections 201, 202, 203, and 226.7.; one
10 hundred dollars (\$100) for each employee per pay period for the initial
11 violation and two hundred dollars (\$200) for each employee per pay period
12 for each subsequent violation [penalty amounts established by Labor Code
13 section 2699(f)(2)].
- 14 e. For violations of Labor Code section 226, subd. (a), two hundred fifty
15 dollars (\$250) for each employee for each pay period for the initial
16 violation, and for each subsequent violation, one thousand dollars (\$1000)
17 for each underpaid employee for each pay period [penalty amounts
18 established by Labor Code section 226.3].
- 19 f. For violations of Labor Code section 226, subd. (a), seven hundred fifty
20 dollars (\$750) for each employee [penalty amounts established by Labor
21 Code sections 226, subd. (f)].
- 22 g. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
23 each employee for each pay period for the initial violation, and for each
24 subsequent violation, one hundred dollars (\$100) for each underpaid
25 employee for each pay period [penalty amounts established by Labor Code
26 section 558].

27 78. Pursuant to Labor Code section 2699(g), Johnson is entitled to an award of reasonable
28 attorney's fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against Defendants, as follows:

1. Certification of this action as a class action;
2. Appointment of Plaintiffs Michael Johnson and Frank Degourville as Class Representatives;
3. Appointment of Plaintiffs' attorneys as Class Counsel;
4. Appointment of Plaintiff Michael Johnson as PAGA representative;
5. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wage Orders as to the Plaintiffs and aggrieved current and former employees;
6. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under California Labor Code, including but not limited to sections 2699(f), 201, 202, 203, 226, 226.7, 510, and 512.
7. For compensatory damages, including, but not limited to, unpaid wages and waiting time daily wages;
5. For penalties and liquidated damages, and compensation pursuant to all applicable statutes;
6. For interest pursuant to all applicable statutes;
7. For all damages available pursuant to all applicable sections of the *Labor Code*;
8. For restitution and/or disgorgement pursuant to *Business & Professions Code* §§ 17200, et seq.;
9. For reasonable attorneys' fees and costs pursuant to all applicable statutes;
10. For special damages according to proof;
11. For general damages according to proof; and

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13. For such other and further relief as the Court deems proper.

Dated: July 26, 2022

JAURIGUE LAW GROUP

Michael Jaurigue
Michael J. Jaurigue

Michael J. Jaurigue

S. Sean Shahabi

Barbara DuVan-Clarke

Attorneys for Plaintiffs

Michael Johnson and Frank Degourville, on behalf of themselves, putative class members, and all aggrieved California-based non-exempt employees

DEMAND FOR JURY TRIAL

Plaintiffs request a trial by jury as to all causes of action.

Dated: July 26, 2022

JAURIGUE LAW GROUP

Michael Jaurigue
Michael J. Jaurigue
S. Sean Sheehy

Michael J. Jaurigue

S. Sean Shahabi

Barbara DuVan-Clarke

Attorney for Plaintiffs

Michael Johnson and Frank Degourville, on behalf of themselves, putative class members, and all aggrieved California-based non-exempt employees

EXHIBIT 1



300 W. Glenoaks Boulevard, Suite 300, Glendale, California 91202
Tel (818) 630-7280 | Fax (888) 879-1697 | www.jlglawyers.com

May 20, 2022

SENT VIA ELECTRONIC SUBMISSION ONLY:

Labor & Workforce Development Agency
800 Capitol Mall
Suite 5000 MIC-55
Sacramento, CA 95814

SENT VIA CERTIFIED MAIL ONLY:

International Protective Service, Inc. (IPS)
c/o Northwest Registered Agent, Inc.
2108 N St Ste N
Sacramento, California 95816

Re: **Notice of Violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 510, 512, 558, 558.1; and Pursuant to the California Private Attorneys General Act (“PAGA”)**

Dear Sir and/or Madam:

This office has been retained to represent Michael Johnson (“Johnson” or “Plaintiff”), on behalf of himself and all others similarly situated, with respect to matters arising out of his employment with the International Protective Service, Inc. (IPS) (hereinafter “Defendants”) in the State of California.

The purpose of this letter is to comply with the statutory exhaustion requirements of California Labor Code § 2699.3 prior to commencing an action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), pursuant to California Labor Code §§ 2698 and 2699, *et seq.* Plaintiff, on behalf of himself and all similarly situated aggrieved employees, intends to file a complaint in the California Superior Court seeking unpaid overtime and doubletime wages, unpaid meal and rest premiums, interest, penalties, attorneys’ fees, costs of suit, and any and all other relief available under California law, including but not limited to the PAGA. As noted above, this

letter is being copied via Certified Mail to the Defendants via their agents for service of process and/or principal address for business operations.¹

Based on the below summary of the facts and legal theories upon which Plaintiff bases his claims, Plaintiff requests that the LWDA regard this Notice as written notice pursuant to Labor Code § 2699.3 of his intent to seek civil penalties against the Defendants.

Plaintiff and the Aggrieved Employees

At all relevant times, Plaintiff was a non-exempt employee of Defendants. Plaintiff's employment for Defendants was from approximately March 25, 2019, until approximately June 4, 2021.

At all relevant times, Plaintiff was an "aggrieved employee" under the PAGA. *See* Cal. Lab. Code § 2699(c) (defining an "aggrieved employee" as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.") Plaintiff is seeking recovery for the Labor Code violations set forth herein on behalf of himself and other current and former employees, including but not limited to other aggrieved employees who were non-exempt and employed by Defendants in the State of California within one year of the filing of this Notice and who were subject to the Labor Code violations.

Labor Code and IWC Wage Order Violations

Failure to Provide Meal Periods or Pay Meal Period Premiums:

Under California law, employees are entitled to an uninterrupted, duty-free 30- minute meal period, when an employee works more than five hours in a workday. Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 4-2001(11)(A) ("Wage Order 4"). An employee's first meal period must commence no later than the end of his/her fifth hour of work. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1041 ("*Brinker*"). An employer must also provide a second 30-minute meal period for an employee working more than ten hours in a workday, to commence no later than the end of his/her tenth hour of work. Cal. Lab. Code §§ 226.7, 512; *Brinker*, 53 Cal. 4th at 1049. An employer who fails to provide a compliant meal period must pay the employee one additional hour of work at the employee's regular rate of pay. Cal. Lab. Code §§ 226.7, 512; Wage Order 4. On a myriad of occasions during the relevant period, Plaintiff and other aggrieved employees were not authorized or permitted to take proper uninterrupted, duty free 30- meal periods at the required time. On all such occasions, Defendants also failed to pay meal period premiums in accordance with state law. Upon information and belief, Defendants have adopted a uniform meal period policy and company practices that violate the California Labor Code and applicable Wage Orders to cheat their workers and maximize their own profits. The aforementioned conduct results in violations of Labor Code §§ 226.7 & 512 and Wage Order 4-2001(11)(A) & (B).

¹ To the extent that any of the entities and/or persons receiving a copy of this letter are represented by counsel, please direct any and all inquiries regarding this matter to your attorney. This notice is only being sent to you for purposes of satisfying the administrative exhaustion requirements of the California Labor Code. Please direct any and all communication to this office, and do not communicate with Plaintiff directly.

These violations subject Defendants to civil penalties under Labor Code §§ 558 & 2699 and Wage Order 4. Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period. Cal. Lab. Code § 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Failure to Provide Rest Periods or Pay Rest Period Premiums:

Under California law, employees are entitled to a 10-minute rest period for every 4 hours worked. Cal. Lab. Code §§ 226.7, 512; Wage Order 4. Employees must be entitled to take 10 minutes' rest for shifts from 3.5 to 6 hours; 20 minutes for shifts of more than 6 hours up to 10 hours; 30 minutes for shifts of more than 10 hours up to 14 hours; and so on. *Brinker*, 53 Cal. 4th at 1029. An employer who fails to provide compliant rest periods must pay the employee one additional hour of work at the employee's regular rate of pay. Cal. Labor Code §§ 226.7, 512; Wage Order 4-2001(12)(B).

The aforementioned conduct results in violations of Labor Code §§ 226.7 & 512 and IWC Wage Order 4-2001(12)(A) and (B). These violations subject Defendants to LWDA civil penalties under Labor Code §§ 558 and 2699 and Wage Order 4. Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period. Cal. Lab. Code § 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Failure to Pay All Wages Due

Employers must pay all earned wages to non-exempt employees by no later than the payday for the next regular payroll period. Cal. Lab. Code § 204(b). Defendants violated this section by failing to pay Plaintiff and aggrieved employees their meal and rest period premiums and overtime, as discussed herein. These violations subject Defendants to civil penalties under Labor Code § 210 and 2699. *Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period.* Cal. Lab. Code §§ 210, 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Failure to Pay All Wages Due Upon Termination

Employers must pay all wages due immediately upon termination. Cal. Lab. Code §§ 201-202. Employers that fail in this obligation are liable for penalties amounting to the employee's regular rate of pay for up to 30 days. Cal. Lab. Code § 203. Defendants violated this section by failing to pay Plaintiff and aggrieved employees their agreed upon wages, as discussed herein. These violations subject Defendants to civil penalties under Labor Code §§ 203 and 2699. *Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period.* Cal. Lab. Code § 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Failure to Maintain and Provide Accurate Wage Statements

Employers must maintain and provide their employees with an itemized written statement showing (1) gross wages earned; (2) total hours worked by the employee; (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 only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code § 226(a). Any employer who violates Labor Code § 226 is liable for a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Cal. Lab. Code § 226.3.

As a result of Defendants' Labor Code and Wage Order violations outlined herein, Defendants have failed to maintain and provide accurate wage statements with respect to multiple categories required by Labor Code § 226. Such violations of Labor Code § 226 include failure to accurately indicate gross and net wages earned, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. On some occasions, Defendant failed to provide any wage statement whatsoever.

These violations subject Defendants to civil penalties under Labor Code §§ 226, 226.3, and 2699. *Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period.* Cal. Lab. Code § 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Conclusion

This Notice is provided pursuant to Labor Code § 2699.3 and hereby provides the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate. We respectfully request a timely response as to the LWDA's decision(s), as required by Labor Code § 2699.3. If the LWDA elects not to take any action, Plaintiff intends to file a complaint on behalf of himself and all similarly situated aggrieved employees in California Superior Court seeking unpaid regular and overtime wages, unpaid meal and rest premiums, interest, penalties, attorneys' fees, costs, and any other relief available under California law.

If you have any questions, please contact me at the mailing address, telephone number, and/or email address provided above. Thank you for your attention to this matter.

Sincerely,

Hazel Espejo Blackman
Hazel Espejo Blackman, Esq.