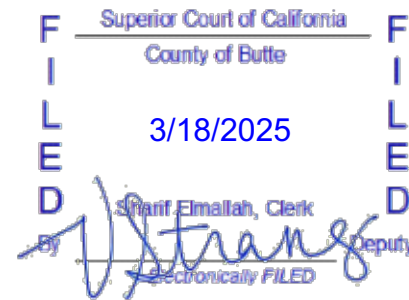




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VISAY VANG

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE**

VISAY VANG, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

BROOKMAN PROTECTION SERVICES
INCORPORATED, a California corporation;
and DOES 1 through 100, Inclusive,

Defendants.

Case No. 25CV00150

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 1182.12, 1194,
1194.2, 1197, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (6) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- (7) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- (8) PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Visay Vang (“Plaintiff”), on behalf of himself and all others similarly situated,
2 and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, brings this First Amended Class and Representative Action Complaint against
4 Brookman Protection Services Incorporated and Does 1 through 100, inclusive (collectively,
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, hereby brings
9 this class and representative action for recovery of unpaid wages and penalties under California
10 Business and Professions Code section 17200, *et. seq.*; Labor Code sections 204, 226, 226.7, 510,
11 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; and Industrial
12 Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory and
13 injunctive relief and restitution. This class action is brought pursuant to California Code of Civil
14 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California
15 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in Butte County. Defendants own, maintain offices, transact business, have an agent or
20 agents within Butte County, and/or otherwise are found within Butte County, and Defendants are
21 within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is over the age of eighteen (18). At all relevant times herein, Plaintiff was,
24 and currently is, a California resident. During the four years immediately preceding the filing of
25 this action and within the statute of limitations periods applicable to each cause of action pled
26 herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a
27 victim of Defendants’ policies and/or practices complained of herein, lost money and/or property,
28 and has been deprived of the rights guaranteed by Labor Code §§ 204, 226, 226.7, 510, 512, 516,

558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4, which sets employment standards for Professional, Technical, Clerical, Mechanical and Similar Occupations, including guards.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a company offering security guard services, and that they employed Plaintiff and other similarly situated non-exempt employees within Butte County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes (as defined in Paragraph 19).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff has worked for Defendants as a non-exempt employee in an Armed Security position from in or about December 2021 through the present. Plaintiff has worked for Defendants in Butte County. Plaintiff generally works night shifts scheduled from approximately 12:00 AM to 8:00 AM.

10. During Plaintiff's employment with Defendants, Defendants have utilized a timekeeping system that results in Plaintiff not being paid for all hours worked. Specifically, Defendants require Plaintiff and other non-exempt employees to clock in and out for their shifts, and although, on information and belief, Defendants have the ability to record Plaintiff's and other employees' clock-in and clock-out times to the minute, Defendants round and/or shave employees' time worked in a manner that is not even-handed and results in Plaintiff and other non-exempt employees not being compensated for all hours worked. For example, the app that Plaintiff and other non-exempt employees use to clock in and out does not permit them to clock in more than one minute prior to the scheduled start of their shift. However, Plaintiff and other employees are encouraged to arrive 10 to 15 minutes before the start of shifts to allow for "pass downs," where the guard on the prior shift passes along information such as what had occurred during the prior shift and what to watch for on the upcoming shift based on what had happened earlier in the day. Because Plaintiff and other non-exempt employees are not able to clock in more than one minute prior to his scheduled start time, they are not paid for this pre-shift work.

11. Additionally, Plaintiff sometimes needs to stay a few minutes late when the guard scheduled to relieve him from the night shift does not arrive on site by the scheduled end of his shift, in which case Plaintiff needs to continue working until the morning shift guard arrives. However, in such instances, Defendants round Plaintiff's time down so that Plaintiff is not paid for time he works after 8:00 AM. While Defendants have paid Plaintiff overtime on a few occasions, it was paid in situations where Plaintiff worked more significant overtime, such as an hour's worth, or when he was scheduled for a longer shift, or when he works over 40 hours in a week. Plaintiff is not paid overtime when he works shorter amounts of overtime, such as the scenarios described above. On information and belief, other non-exempt employees of

1 Defendants are likewise not paid for all of their hours worked. As a result of this policy/practice,
2 Defendants have failed to pay Plaintiff and other non-exempt employees all wages due to them,
3 including minimum wages and overtime wages.

4 12. Defendants have also failed to authorize and permit off-duty 10-minute rest
5 periods to Plaintiff and other non-exempt employees. Plaintiff and other non-exempt employees
6 are always on call during their shifts, having to remain aware of what happens on the site at which
7 they perform security services and be ready to respond should any issues arise. While Plaintiff
8 has been told that he can try to take his breaks, he has also been told that he needs to respond if
9 anything arises during his breaks. Indeed, Plaintiff's breaks are frequently interrupted by job
10 duties, often by issues such as trespassers who come onto the property or people who drive up not
11 knowing the establishment he is guarding is closed for the evening. Additionally, Plaintiff and
12 other non-exempt employees generally have no one to relieve them for an off-duty 10-minute rest
13 period. In fact, Plaintiff does not recall ever being authorized or permitted to take an off-duty rest
14 period while working for Defendants, remaining on call at all times. On information and belief,
15 other non-exempt employees of Defendants likewise have not been authorized and permitted to
16 take off-duty rest periods, as they have been required to remain on duty and on call throughout
17 their shifts.

18 13. Despite failing to authorize and permit legally compliant rest periods to Plaintiff
19 and other non-exempt employees, Defendants have failed to pay the rest period premiums
20 required by Labor Code § 226.7. Upon information or belief, during at least a portion of the
21 putative class period, Defendants have maintained no payroll code or other mechanism for paying
22 rest period premiums when Defendants failed to authorize and permit a legally compliant rest
23 period.

24 14. Defendants have also failed to provide their non-exempt employees, including
25 Plaintiff, with thirty-minute meal periods before the end of their fifth hour of work. As with rest
26 periods, Defendants have failed to relieve Plaintiff and other non-exempt employees of all work-
27 related duties during meal periods and require them to remain on call and on premises during
28 meal periods. Indeed, Plaintiff does not recall ever being provided an off-duty, thirty-minute meal

period when he was allowed to leave the premises. To the contrary, Plaintiff has been instructed by Defendants that he is not permitted to leave the site at which he performs security services for his meal period. Rather, he is only permitted to take his meal in his car, in a break room, or on a nearby bench that is onsite, and he must remain on call at all times. Plaintiff has, in fact, received calls while attempting to take a break, at which time he is required to respond without delay.

15. Plaintiff is informed and believes, and based thereon alleges, that Defendants have recently begun “relieving” certain security guards for 30-minute meal periods, scheduling a guard from 12:00PM to 8:00PM to relieve the guards scheduled from 8:00AM to 4:00PM and from 4:00PM to 12:00AM for their meal periods. However, this is a recent development, only having started in or about September or October 2024, and only applies to daytime shifts. Defendants’ security guards who work overnight like Plaintiff, however, still are not relieved at all for their breaks. Regardless, even those security guards who are “relieved” must still remain onsite (or very close by in their vehicles) during their meal periods. Thus, Defendants still have not provided legally compliant meal periods even to those security guards who are nominally “relieved” for a meal period. *See, e.g., Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1036, 1040 (2012) (requiring employers to relieve employees of all duty, allow employees to leave the premises, and relinquish control over employees during 30-minute meal periods).

16. Despite failing to provide Plaintiff and other non-exempt employees with legally compliant meal periods, Defendants have failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

17. Defendants’ failure to accurately records Plaintiff’s and other non-exempt employees’ actual hours worked, failure to pay all owed minimum wages, failure to pay all owed overtime wages, and failure to pay meal period and rest period premium wages, have resulted in Defendants’ maintaining inaccurate timekeeping and payroll records and issuing inaccurate wage statements to Plaintiff and other non-exempt employees.

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18. Defendants have also failed to reimburse Plaintiff and other employees for business expenses incurred in the course of their employment. Specifically, Defendants have required Plaintiff and other employees to use their personal cell phones for work purposes. For example, Plaintiff and other security guards have been required to download the Sling app onto their personal cellphones to clock in and out. Defendants also regularly contact Plaintiff via his personal cellphone for work, and Plaintiff has had to reach out to Defendants via his personal cell phone during his shifts. For example, if Plaintiff finds a door or window that is not secured on site, he does not have access to the client's keys to secure the door or window, so Plaintiff then needs to call Defendants to resolve the issue. Beginning on or about October 25, 2024, Defendants began paying Plaintiff and other employees \$10.00 per month for use of their personal cell phones for work. However, despite requiring Plaintiff and other employees to use their personal cell phones for work, prior to this date Defendants had failed to reimburse them for any portion of their personal cell phone bill, as required under California law, including but not limited to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

CLASS ACTION ALLEGATIONS

19. Class Definitions: Plaintiff brings this action on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Overtime Class consists of all of the Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek and were subject to Defendants' timekeeping and payroll practices, at any time from four years immediately preceding the filing of this action through the present.

b. The Minimum Wage Class consists of all of the Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping and payroll practices, at any time from four years prior to the filing of this action to the present.

c. The Rest Period Class consists of all of the Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, at any time from four years immediately preceding the filing of this action through the present.

d. The Meal Period Class consists of all of the Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, at any time from four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Overtime Class, Minimum Wage Class, Rest Period Class, and/or Meal Period Class, who received a wage statement from Defendants at any time from one year immediately prior to the filing of this action through the present.

f. The Expense Reimbursement Class consists of all of Defendants' employees in California who were required to use their personal property, including but not limited to personal cellular phones, for work-related purposes, without receiving reimbursement from Defendants, at any time from four years prior to the filing of this action through the present.

20. **Numerosity/Ascertainability:** The Classes are so numerous that joinder of all members would be impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals each. The identity of such membership is readily ascertainable via Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation:

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants paid at least the legal minimum wage for all hours worked by the members of the Minimum Wage Class;
- iii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;

- 1 iv. Whether Defendants provided legally compliant meal periods to members
2 of the Meal Period Class;
- 3 v. Whether Defendants furnished legally compliant wage statements to
4 members of the Wage Statement Class pursuant to Labor Code § 226; and
- 5 vi. Whether Defendants properly reimbursed expenses incurred by members
6 of the Expense Reimbursement Class.

7 22. **Predominance of Common Questions:** Common questions predominate over
8 questions that affect only individual Class members. The common questions of law set forth
9 above are numerous and substantial and stem from Defendants' policies and/or practices
10 applicable to each Class member, such as Defendants' wage payment, wage statement, rest
11 period, meal period, and expense reimbursement policies/practices. Thus, common questions
12 predominate over individual questions concerning each Class member.

13 23. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
14 Plaintiff was employed by Defendants as a non-exempt employee in California during the
15 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
16 alleged herein, Plaintiff, like the members of the Classes, was deprived of earned minimum wages
17 and overtime wages, was subject to Defendants' rest period policies/practices and meal period
18 policies/practices, was furnished with inaccurate wage statements, and was not reimbursed for all
19 expenses he incurred in carrying out his job duties for Defendants.

20 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
21 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
22 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
23 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
24 actions in state and federal courts in the past and are committed to vigorously prosecuting this
25 action on behalf of the members of the Classes.

26 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
27 an important public interest in establishing minimum working conditions and standards in
28 California. These laws and labor standards protect the average working employee from

1 exploitation by employers who have the responsibility to follow the laws and who may seek to
2 take advantage of superior economic and bargaining power in setting onerous terms and
3 conditions of employment. The nature of this action and the format of laws available to Plaintiff
4 and members of the Classes make the class action format a particularly efficient and appropriate
5 procedure to redress the violations alleged herein. If each employee were required to file an
6 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
7 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
8 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
9 an individual remedy would discourage the assertion of lawful claims by employees who would
10 be disinclined to file an action against their former and/or current employer for real and justifiable
11 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
12 prosecution of separate actions by individual class members would create a substantial risk of
13 inconsistent or varying verdicts or adjudications with respect to the individual class members
14 against Defendants herein; and which would establish potentially incompatible standards of
15 conduct for Defendants. Further, the claims of individual Class members are not large enough to
16 warrant individual prosecution considering all of the concomitant costs and expenses attending
17 thereto. Thus, the Classes are maintainable under Section 382 of the Code of Civil Procedure.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 26. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

22 27. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
23 and 1198 which provide that non-exempt employees are entitled to overtime wages for all
24 overtime hours worked, and which provide a private right of action for the failure to pay all
25 overtime compensation for overtime work performed.

26 28. At all times relevant herein, Defendants were required to properly compensate
27 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
28 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an

employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

29. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

30. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid overtime wages, interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees’ right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code § 226.2 provides that rest periods and non-productive time must be paid separately for employees paid on a piece rate. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys’ fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

33. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants’ control and/or suffered or permitted to work under the Labor Code and Wage Order 4.

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1 34. California Labor Code § 1198 makes unlawful the employment of an employee
2 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
3 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
4 those employees the balance of the unpaid wages as well as liquidated damages in an amount
5 equal to the wages due and interest thereon.

6 35. As a direct and proximate result of Defendants' unlawful conduct as alleged
7 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
8 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
9 entitled to recover economic and statutory damages and penalties and other appropriate relief as
10 a result of Defendants' violations of the California Labor Code and Wage Order 4.

11 36. Defendants' practice and uniform administration of corporate policy regarding
12 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
13 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
14 damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§
15 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

16 **THIRD CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 37. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

20 38. As alleged herein, Defendants failed in their affirmative obligation to provide all
21 their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class,
22 with all required meal periods in accordance with the mandates of the California Labor Code and
23 Wage Order 4, and have failed to pay meal period premiums at Plaintiff's and Meal Period Class
24 members' regular rate of compensation as required under Labor Code § 226.7.

25 39. As a result, Defendants owe premium compensation for meal period violations,
26 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor
27 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 41. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of
6 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four
7 (4) hour period worked, or major fraction thereof, and that the authorized rest time shall count as
8 hours worked for which there shall be no deduction from wages.

9 42. As alleged herein, Defendants have failed to authorize and permit Plaintiff and
10 Rest Period Class members to take their legally entitled rest periods. Defendants have also failed
11 to compensate Plaintiff and Rest Period Class members with a rest period premium for each
12 workday they were not authorized and permitted all rest periods to which they were entitled.

13 43. These violations create an entitlement to recovery by Plaintiff and the Rest Period
14 Class in a civil action for the unpaid amount of rest period premiums, interest thereon, statutory
15 penalties, civil penalties, and costs of suit under Labor Code §§ 226.7, 516, 558; Code of Civil
16 Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

17 **FIFTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of policy and practice, failed to furnish Plaintiff and the
23 Wage Statement Class with accurate and complete itemized wage statements that included,
24 among other requirements, all hours worked, all hours worked at each rate of pay, all meal and
25 rest period premium wages earned, and all wages earned, in violation of Labor Code § 226.

26 46. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
27 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
28 among other things, the non-payment of all their minimum wages, overtime wages, and meal and

rest period premium wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

47. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

49. At all relevant times, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

50. At all relevant times, Defendants were subject to Labor Code § 2804, which states, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

51. Due to Defendants' unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal cell phones, for work purposes, and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

52. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have suffered damages in sums, which will be shown according to proof.

53. Plaintiff and members of the Expense Reimbursement Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

54. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

56. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all wages due, failing to provide compliant meal periods, failing to authorize and permit compliant rest periods, failing to reimburse business expenses, and failing to furnish accurate itemized wage statements.

57. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

58. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

59. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

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60. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

62. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to pay Plaintiff and other aggrieved employees at least the applicable minimum wage for all hours worked, in violation of Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees’ respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees’ respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;

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- 1 e. Failing to reimburse Plaintiff and other aggrieved employees for all work-
2 related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
3 f. Failing to furnish Plaintiff and other aggrieved employees with accurate and
4 complete itemized wage statements, in violation Labor Code § 226; and
5 g. .Failing to maintain accurate records in regard to Plaintiff and other aggrieved
6 employees, in violation of Labor Code §§ 1174, 1198, and 1199.

7 63. On or about January 10, 2025, Plaintiff notified Defendant Broookman Protection
8 Services Incorporated via certified mail, and the California Labor and Workforce Development
9 Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and
10 Plaintiff’s intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the
11 violations of the California Labor Code identified in paragraph 62 (a)-(g) above. Now that sixty-
12 five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations,
13 Plaintiff has exhausted his administrative requirements for bringing a claim under the Private
14 Attorneys General Act with respect to these violations.

15 64. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect his interests and the interests of other aggrieved employees, and to assess and collect the
17 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
18 he is entitled to recover under Labor Code § 2699(k).

19 **PRAYER**

20 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
21 this suit is brought against Defendants, as follows:

- 22 1. For an order certifying the proposed Classes;
23 2. For an order appointing Plaintiff as representative of the Classes;
24 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
25 4. Upon the First Cause of Action, for compensatory, consequential, general, and
26 special damages according to proof pursuant to Labor Code §§ 204, 510, 511, 558, 1194, and
27 1198;
28

1 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
3 1197, and 1198;

4 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;

6 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

8 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226, *et seq.*;

10 9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

12 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
13 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
14 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

15 11. Upon the Eighth Cause of Action, for any and all civil penalties available to Plaintiff,
16 the State of California, and other aggrieved employees under the Private Attorneys General Act,
17 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
18 engaging in the allegedly unlawful conduct alleged herein;

19 12. Prejudgment interest on all due and unpaid wages and other damages pursuant to
20 Cal. Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California
21 Constitution;

22 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
23 226(e), 1194 *et seq.*, 2802(c), 2699(k), and Code of Civil Procedure § 1021.5, and all other
24 relevant statutes; and

25 ///

26 ///

27 ///

28 ///

1 14. For such other and further relief the Court may deem just and proper.

2
3 Date: March 18, 2025

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

4
5 By: _____


Tuvia Korobkin
Attorneys for Plaintiff

6
7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

9
10
11 Dated: March 18, 2025

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

12
13 By: _____


Tuvia Korobkin
Attorneys for Plaintiff