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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiff Stephanie Perez,
and all other current and former aggrieved
employees of Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHANIE PEREZ, individually, and on
behalf of all other similarly situated current
and former employees of Defendant,

Plaintiff,

vs.

UNIVERSAL PROTECTION SERVICE, LP,
a limited partnership; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. **25STCV16408**

COMPLAINT FOR CIVIL PENALTIES
PURSUANT TO THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT (CAL. LABOR CODE § 2698, ET
SEQ.), FOR:

1. Failure to Maintain Employee Time Records [IWC Wage Order 4-2001(7)(A); Cal. Lab. Code §§ 226, 226.7, 247.5, 1174, 1174.5];
2. Failure to Provide Compliant On-Duty Meal Periods [IWC Wage Order 4-2001(7)(A); Cal. Lab. Code § 226.7];
3. Failure to Authorize and Permit Compliant Rest Breaks [IWC Wage Order 4-2001(12); Cal. Lab. Code § 226.7];
4. Failure to Provide Accurate Wage Statements [Cal. Lab. Code § 226];
5. Failure to Pay All Wages Due to Terminated Employees [Cal. Lab. Code §§ 201-203]

Plaintiff STEPHANIE PEREZ ("Plaintiff") on behalf of herself and all other current and former aggrieved employees of Defendant UNIVESAL PROTECTION SERVICE, LP, ("Defendant") employed by Defendant in the State of California, complains and alleges as follows:

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JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over any and all causes of action asserted herein. Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 give the courts of the State of California jurisdiction over (1) civil actions in which the matter in controversy, exclusive of interest, exceeds \$25,000, that either (2) arises under the laws of the State of California, or (3) is subject to adjudication in the courts of the State of California.

2. This Court has personal jurisdiction over Defendant because Defendant is a business entity with multiple places of business located in the State of California, County of Los Angeles.

3. Pursuant to Code of Civil Procedure § 395, venue is proper in this judicial district. Defendant maintains offices and transacts business in the County of Los Angeles. Defendant’s illegal policies and practices which are the subject of this action were applied, at least in part, to Plaintiff and the aggrieved employees in the County of Los Angeles.

INTRODUCTION & GENERAL ALLEGATIONS

4. Plaintiff brings this action against Defendant for California Labor Code violations stemming from Defendant’s failure to record on-duty meal periods, failure to provide compliant rest periods, failure to pay meal and rest break penalties, and failure to provide accurate wage statements and maintain accurate payroll records.

5. Plaintiff brings this lawsuit as a representative action under the California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, *et seq.*) (“PAGA”) to recover civil penalties owed to the State of California and current and former aggrieved employees of Defendant.

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1 6. Plaintiff is a resident of the State of California, County of Los Angeles. Defendant
2 employed Plaintiff as an hourly, nonexempt employee at a number of Defendant's clients'
3 locations in Los Angeles, California from approximately 2023 to 2024.

4 7. Throughout the time period involved in this case, Defendant has wrongfully failed
5 to record on-duty meal periods. Moreover, Defendant specifically instructed its employees having
6 on-duty meal periods *not* to record their meal periods.

7 8. Throughout the time period involved in this case, Defendant has wrongfully failed
8 to authorize and permit timely and duty-free rest periods. Defendant regularly required aggrieved
9 employees to work in excess of four (4) consecutive hours a day without a ten (10) minute, duty-
10 free, continuous and uninterrupted rest period for every four (4) hours of work (or major fraction
11 thereof), and/or without compensation for rest periods that were not authorized or permitted.
12 Pursuant to its policies and practices, Defendant requires employees (working at locations where
13 no relief is available) to remain on site during rest breaks. Employees working at these locations
14 are not permitted to leave the premises for any reason.

15 9. Defendant, as a matter of practice and policy, knowingly and intentionally failed to
16 furnish aggrieved employees with itemized wage statements that accurately showed the wages
17 earned, as the violations set forth regarding non-compliant rest breaks resulted in aggrieved
18 employees being owed rest break penalties which were neither paid nor included on wage
19 statements, in violation of California Labor Code section 226, subdivision (a). As a result of these
20 violations of section 226, subdivision (a), aggrieved employees suffered injury because, among
21 other things: (a) the violations led them to believe that they were not entitled to be paid rest period
22 premium wages, even though they were so entitled; (b) the violations led them to believe that they
23 had been paid the correct wages to which they were entitled, even though they had not been; (c)
24 the violations hindered them from determining the amounts of wages owed to them; and, (d) by
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1 understating the wages truly due them, the violations caused them to lose entitlement and/or
2 accrual of the full amount of Social Security, disability, unemployment, and other governmental
3 benefits.

4 10. Plaintiff is informed and believes that Defendant is authorized to conduct, and does
5 conduct, business in the State of California. Upon information and belief, Defendant maintains
6 offices and conducts business, and engages in unlawful business policies and practices, in the
7 State of California.

8 11. The true names and capacities of Doe Defendants 1 through 100, inclusive, are
9 unknown to Plaintiff, who therefore sues said Doe Defendants 1 through 100, inclusive, by
10 fictitious names. Plaintiff will amend this Complaint to show their true names and capacities
11 when they have been ascertained.

12 12. Plaintiff is informed and believes, and thereupon alleges, that at all times
13 mentioned herein, Doe Defendants 1 through 100, inclusive, and each of them, were residents of,
14 doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs in the State of
15 California.

16 13. Under California law, Defendant had an affirmative obligation to record the meal
17 period start and stop times of their employees who received on-duty meal periods. [IWC Wage
18 Order 4-2001(7)(A); Cal. Lab. Code §§ 226, 226.7, 247.5, 1174, 1174.5] However, despite this
19 legal requirement, Defendant, as a matter of policy, affirmatively instructed its employees *not* to
20 record on-duty meal period start and stop times as required by California law. See *L'Chaim*
21 *House, Inc. v. Department of Industrial Relations*, 38 Cal.App.5th 141 (2019).

22 14. Moreover, pursuant to California Labor Code § 226.7, Defendant was obligated
23 under California law to pay aggrieved employees one (1) hour of additional wages each time a
24 compliant meal period was not authorized or permitted. Because Defendant, as a matter of policy,
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1 failed to record the beginning and ending times of on-duty meal periods, the ostensible on-duty
2 meal periods provided to aggrieved employees violated IWC Wage Order 4-2001(7)(A), and were
3 therefore non-compliant, resulting in a one-hour meal period penalty pursuant to California Labor
4 Code § 226.7. However, despite these legal requirements, Defendant regularly failed to pay
5 aggrieved employees the premium wages to which they were entitled for compliant on-duty meal
6 periods that were not provided.
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8 15. Under California law, Defendant had an affirmative obligation to authorize and
9 permit its non-union employees to take duty-free rest periods of an uninterrupted ten (10) minutes
10 for each four (4) hours of work, or major fraction thereof (i.e., more than two (2) hours).

11 16. Despite the foregoing legal requirements, Defendant failed to authorize and permit
12 its non-union aggrieved employees working at locations in which no relief was provided to take
13 timely, duty-free rest breaks of ten (10) minutes in length. Defendant's employees working at
14 locations in which no relief was provided were not permitted to leave the premises for rest breaks,
15 and therefore were not relieved of all duty. See *Augustus vs. ABM Security Services, Inc.*, 2 Cal.5th
16 257 (2016).
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18 17. Moreover, Defendant was obligated under California law to pay aggrieved
19 employees one (1) hour of additional wages each time a compliant rest period was not authorized
20 or permitted. However, despite these legal requirements, Defendant regularly failed to pay
21 aggrieved employees the premium wages to which they were entitled for compliant rest periods
22 that were not authorized or permitted.
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24 18. California Labor Code section 226, subdivision (a), provides as follows:

25 "An employer, semimonthly or at the time of each payment of
26 wages, shall furnish to his or her employee, either as a detachable
27 part of the check, draft, or voucher paying the employee's wages, or
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1 separately if wages are paid by personal check or cash, an accurate
2 itemized statement in writing showing (1) gross wages earned, (2)
3 total hours worked by the employee, except as provided in
4 subdivision (j), (3) the number of piece-rate units earned and any
5 applicable piece rate if the employee is paid on a piece-rate basis,
6 (4) all deductions, provided that all deductions made on written
7 orders of the employee may be aggregated and shown as one item,
8 (5) net wages earned, (6) the inclusive dates of the period for which
9 the employee is paid, (7) the name of the employee and only the last
10 four digits of his or her social security number or an employee
11 identification number other than a social security number, (8) the
12 name and address of the legal entity that is the employer... and (9)
13 all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the
15 employee....”

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18 19. Furthermore, California Labor Code section 1174, subdivision (d), provides that
19 every employer shall keep payroll records “showing the hours worked daily by and the wages
20 paid” to employees.
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22 20. Throughout the time period involved in this case, Defendant has willfully failed to
23 provide accurate wage statements to aggrieved employees and maintain accurate payroll records.
24 Defendant failed to provide wage statements to aggrieved employees that accurately showed their
25 gross pay and net pay.
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1 21. As a result of Defendant's violations of the California Labor Code and Wage Order
2 as alleged herein, aggrieved employees have suffered injury and damage to their statutorily-
3 protected rights.

4 22. As a result of Defendant's violations of the California Labor Code and Wage
5 Order, aggrieved employees have suffered, and will continue to suffer, by having to commence
6 this difficult and time-consuming action to determine their true wages.

7 23. California Labor Code sections 201 and 202 provide that if an employer terminates
8 an employee, the employee's wages earned and unpaid at the time of the discharge are due and
9 payable immediately, except that if an employee voluntarily resigns, his or her wages are due and
10 payable not later than seventy-two (72) hours thereafter, unless the employee gave seventy-two
11 (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to
12 payment of his or her wages at the time of his or her separation.

13 24. Within the applicable statute of limitations period, Plaintiff and other aggrieved
14 employees were discharged by Defendant or voluntarily resigned from Defendant's employ.
15 However, Defendant has failed to pay, and continues to fail to pay, without abatement, Plaintiff
16 and aggrieved employees all their earned and unpaid wages as required by sections 201 and 202 of
17 the California Labor Code.

18 25. California Labor Code section 2699, subdivision (a), provides for a civil action to
19 recover penalties for an employer's violations of the Labor Code: "Notwithstanding any other
20 provision of law, any provision of this code that provides for a civil penalty to be assessed and
21 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
22 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
23 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
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1 herself and other current or former employees pursuant to the procedures specified in Section
2 2699.3.”

3 26. On February 27, 2025, March 13, 2025, and March 31, 2025, Plaintiff delivered
4 written notice, by certified mail, to the LWDA and Defendant of the specific provisions of the
5 Labor Code alleged to have been violated by Defendant, including the facts and theories to
6 support the violations. As of the date of this Complaint, more than sixty-five (65) days have
7 elapsed since March 31, 2025, and no notice from the LWDA has been received by Plaintiff
8 regarding the LWDA’s intent to investigate the alleged violations. Accordingly, Plaintiff has
9 exhausted her administrative remedies in compliance with Labor Code section 2699.3, subdivision
10 (a), and may commence a civil action to recover penalties for Defendant’s violations of the Labor
11 Code on behalf of the state and the aggrieved employees pursuant to section 2699, subdivision (a).
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13 27. As a result of Defendant’s violations of the California Labor Code and Wage Order
14 as alleged above, Plaintiffs are entitled to collect civil penalties pursuant to the PAGA including,
15 without limitation, the following:
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17 (a) Pursuant to California Labor Code section 2699, subdivision (f)(2),
18 Plaintiffs, and each of them, seek a penalty of fifty dollars (\$50) for DEFENDANTS’ initial
19 failure to record an on-duty meal period, and a subsequent penalty of one hundred dollars (\$100)
20 for every subsequent failure thereafter (IWC Wage Order 2001(7)(A);
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22 (b) Pursuant to California Labor Code section 2699, subdivision (f)(2),
23 Plaintiffs, and each of them, seek a penalty of one hundred dollars (\$100) for Defendant’s initial
24 failure to provide a compliant rest break and a subsequent penalty of two hundred dollars (\$200)
25 for every subsequent failure thereafter (IWC Wage Order 4-2001(12); Cal. Lab. Code § 226.7);
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27 (c) Pursuant to California Labor Code section 226, Plaintiffs, and each of them,
28 seek a penalty of fifty dollars (\$50) for the initial failure to provide an accurate wage statement

1 and a subsequent penalty of one hundred dollars (\$100) for every subsequent failure thereafter.

2 (Cal. Labor Code, § 226); and,

3 (d) Pursuant to California Labor Code section 2699, subdivision (f)(2),
4 Plaintiffs, and each of them, seek a penalty of one hundred dollars (\$100) for Defendant's initial
5 failure to pay all wages due to terminated and quitting employees, and a subsequent penalty of
6 two hundred dollars (\$200) for every subsequent failure thereafter (Cal. Labor Code §§ 201-203).
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9 **PRAYER FOR RELIEF**

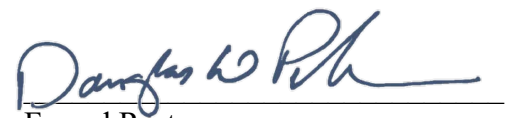
10 Plaintiff, individually, and on behalf of all other aggrieved current and former employees
11 of DEFENDANTS, prays for relief and judgment against DEFENDANTS, jointly and severally,
12 as follows:

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14 1. For civil penalties pursuant to the California Labor Code and Labor Code Private
15 Attorneys General Act;
16 2. For reasonable attorneys fees pursuant to the California Labor Code Private
17 Attorneys General Act;
18 3. For costs of suit; and,
19 4. For such other relief as the Court deems appropriate.
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21 Dated: June 4, 2025

RASTEGAR LAW GROUP, APC

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23 By:


Farzad Rastegar
Douglas W. Perlman
Attorneys for Plaintiff Stephanie
Perez and aggrieved employees

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