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Case Number:  
34-2022-00330565

Sam A. Donabedian, Esq. (304196)  
[sdonabedian@donabedianlaw.com](mailto:sdonabedian@donabedianlaw.com)  
Adam H. Donabedian, Esq. (321003)  
[adonabedian@donabedianlaw.com](mailto:adonabedian@donabedianlaw.com)  
**DONABEDIAN LAW, APC**  
2829 Townsgate Rd., Suite 100  
Westlake Village, CA 91361  
Telephone: (818) 649-3220  
Facsimile: (818) 649-3230

Attorney for PLAINTIFF STEPHANIE ENGEL

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO

STEPHANIE ENGEL in her individual capacity,  
and on behalf of herself and all other aggrieved  
employees

Plaintiffs,

v.

SACRAMENTO PROTECTIVE SERVICES,  
INC., JASON INGMAN, and DOES 1 to 100,  
inclusive

Defendants.

NO.

1. Minimum Wage Violation
2. Overtime Violation
3. Wage Statement Penalty
4. Waiting Time Penalty
5. Labor Code section 2802 Violation
6. Violation of Unfair Competition Law
7. PAGA Penalties

COMPLAINT FOR DAMAGES

**BY FAX**

THE PARTIES

1. Plaintiff Stephanie Engel ("Engel") is a resident of Sacramento County.
2. Engel and all other aggrieved employees that worked for Defendants in the state of California shall be referred to herein as ("Plaintiffs").
3. Defendant Sacramento Protective Services, Inc. ("SPSI") is a California corporation that is located in Sacramento County.
4. Defendant Jason Ingman, ("Ingman") based on information and belief, is a natural person that resides in Los Angeles County.
5. SPSI, Ingman, and DOES 1 to 100 are collectively referred to herein as "Defendants."

1 6. Plaintiffs do not know the true names and capacities of Does 1 to 100 and therefore uses  
2 fictitious names. Plaintiffs will amend the Complaint pursuant to Code of Civil Procedure section  
3 474 to allege the true names and capacities when ascertained.

4 7. On information and belief, Plaintiffs allege that each Defendants, directly or indirectly, or  
5 through agents or other persons, employed Plaintiffs and other aggrieved employees, and exercised  
6 control over their wages, hours, and working conditions. On information and belief, Plaintiffs  
7 allege that each Defendants acted in all respects pertinent to this action as the agent of the other  
8 Defendants, carried out a joint scheme, joint employers, integrated enterprise, business plan or  
9 policy in all respects pertinent hereto, and the act of each Defendants are legally attributable to the  
10 other Defendants.

11 8. Jason Ingman is the chief executive officer of SPSI.

12 9. Ingman violated, or caused to be violated, the Labor Code sections as alleged herein and is  
13 thus personally liable for those violations pursuant to Labor Code sections 558 and 558.1.  
14 Specifically, Ingman created and instituted the employment arrangement and compensation plan  
15 which included failure to pay Plaintiffs for all hour worked, shifting business costs onto Plaintiffs  
16 and deducting percentages off Plaintiff's hourly rate for Defendants business related expenses.

17 **JURISDICTION AND VENUE**

18 10. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil  
19 Procedure section 395. Defendants based on information and belief, employ dozens of employees  
20 in Sacramento County, thereby conducting significant business in Sacramento County, and each  
21 Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts  
22 alleged herein have a direct effect on Plaintiffs and those similarly aggrieved within the State of  
23 California and within Sacramento County. There is no federal question at issue, as the issues herein  
24 are based solely on California statutes and law, including the Labor Code, IWC Wage Order No. 4,  
25 Code of Civil Procedure, and Civil Code.

26 **GENERAL ALLEGATIONS**

27 11. Defendants are in the security business. Based on information and belief, Defendants  
28 engage in providing security services for private and public persons and/or entities throughout the

1 state of California including Sacramento County, California.

2 12. Defendants paid Plaintiffs on an hourly basis. In the employment agreement that was  
3 provided to Plaintiffs, Defendants developed a scheme that would effectively deduct parts of  
4 Plaintiff's hourly rate of pay without authorization or compliance with California law.

5 13. Defendant would deduct from Plaintiffs hourly rate and gross wages costs of doing  
6 business. Defendants had four categories of deductions that were required to deducted from  
7 Plaintiff's pay without authorization and in violation of California law. The four categories were:  
8 1) Uniform Allowance of \$.95 off the hourly rate; 2) Equipment Maintenance charge of \$.95 off  
9 the hourly rate; 3) Licensing Fees of \$.30 off the hourly rate; and 4) Training Reimbursement of  
10 \$.30 off the hourly rate. These deductions amounted to \$2.50 of Plaintiff's hourly rate. By  
11 deducting percentages off the hourly rate, Plaintiffs hourly rate below the authorized minimum  
12 wage.

13 14. In addition, Defendants scheme included deduction off the minimum hourly wage for  
14 training and licensing fees. Plaintiffs were not required to go to any training, nor attended any  
15 training programs, so Defendants made up a reason to deduct off the hourly wage. The same goes  
16 for licensing fees. Defendants failed to absorb these costs and required Plaintiffs to pay regular  
17 business costs in the form of "licensing" fees that should have been absorbed as a normal business  
18 expense.

19 15. In addition to not being paid the lawful minimum wage, Plaintiffs were not paid for all  
20 overtime they worked. By decreasing the minimum wage, Plaintiffs regular rate of pay for the  
21 calculation of overtime pay was not correct. As such, Plaintiffs were not paid for all time they  
22 worked over eight hours in a day and/or over forty hours in one week.

23 16. In or about May 2022, Engel attempted to retrieve her personnel file including all payroll  
24 records from Defendants. Defendant responded to Engel's record requesting that Engel was not a  
25 past or current employee of Defendants. Engel was terminated by Defendants, paid taxes that were  
26 deducted by Defendants, and was notified by the EDD that Defendants were her employer. Based  
27 on information and belief, Defendants have not kept at a central location in this state all payroll or  
28 time records that are required by California law.

1 17. Plaintiffs notified the Labor and Workforce Development Agency and Defendants on June  
2 11, 2022, of their intent to seek PAGA penalties, as required by Labor Code section 2699.3. Since  
3 it has been more than 65 days since the notice letter was sent, PAGA penalties can now be  
4 requested.

5 18. As of the date of the filing of this complaint, the LWDA has not provided Plaintiffs with  
6 written notice that it intends to investigate the alleged violations of the Labor Code. Accordingly,  
7 Plaintiffs have satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a  
8 civil action to recover civil penalties under the PAGA, in addition to other remedies.

9 **FIRST CAUSE OF ACTION**

10 Minimum Wage Violations

11 By Engel Against All Defendants

12 19. Engel incorporates by reference paragraphs 1 to 18 of the Complaint.

13 20. Labor Code §1182.12, effective July 1, 2014, states: "Notwithstanding any other provision  
14 of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than  
15 nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries  
16 shall be not less than ten dollars (\$10) per hour." Further, pursuant to Labor Code  
17 §1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage  
18 shall be as follows: "From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty  
19 cents (\$10.50) per hour." Pursuant to Labor Code §1182.12(b)(1)(B), for any employer who  
20 employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2018, to  
21 December 31, 2018, inclusive, - eleven dollars (\$11) per hour." Pursuant to Labor Code  
22 §1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall  
23 be as follows: "From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per  
24 hour." Pursuant to Labor Code §1182.12(b)(1)(D), for any employer who employs 26 or more  
25 employees, the minimum wage shall be as follows: "From January 1, 2020, to December 31, 2020,  
26 inclusive, - thirteen dollars (\$13) per hour." Pursuant to Labor Code §1182.12(b)(1)(E), for any  
27 employer who employs 26 or more employees, the minimum wage shall be as follows: "From  
28 January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour." Finally,

1 pursuant to Labor Code §1182.12(b)(1)(F), for any employer who employs 26 or more employees,  
2 the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision  
3 (c) - fifteen dollars (\$15) per hour.”

4 21. Labor Code §§1194(a) states in pertinent part: “Notwithstanding any agreement to work for  
5 a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover  
6 in a civil action the unpaid balance of the full amount of this minimum wage ..., including interest  
7 thereon, reasonable attorney’s fees, and costs of suit.”

8 22. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by  
9 the Labor Commission is unlawful.

10 23. In addition, pursuant to the IWC Wage Order(s), Defendants are required to pay Plaintiffs  
11 for all hours worked (meaning the time during which an employee is subject to the control of an  
12 employer, including all the time the employee is suffered or permitted to work, whether or not  
13 required to do so) at the appropriate minimum wage.

14 24. Defendants, as a matter of established company policy deducted business costs off the  
15 hourly minimum wage of Plaintiffs. This led to payment of wages below the minimum wage for  
16 all hours worked.

17 25. As such, in at least two compelling ways, Defendants required Plaintiffs to accept less than  
18 the minimum wage due to Defendants scheme of deducting business expenses of the hourly rate of  
19 pay, which resulted in Plaintiffs earning less than the legal minimum wage in the State of  
20 California.

21 26. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor Code  
22 §1194, an employee shall be entitled to recover liquidated damages), Plaintiffs seek recovery of  
23 liquidated damages on the straight-time portion of uncompensated hours of work (not including the  
24 overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

25 27. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of the  
26 Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 28. Pursuant to Labor Code §218.5 and/or Labor Code §1194(a), the members of the Minimum  
28 Wage Class request that the Court award reasonable attorneys’ fees and costs incurred by them in

1 this action.

2 **SECOND CAUSE OF ACTION**

3 **OVERTIME VIOLATIONS**

4 By Engel Against All Defendants

5 29. Engel incorporates by reference paragraphs 1 to 28 of the Complaint.

6 30. Engel was required to work in excess of eight hours in a day and/or forty hours in a week  
7 without being properly compensated for all wages earned.

8 31. Therefore, Defendants did not pay Engel overtime for all hours worked over eight in a day  
9 or forty hours in a week.

10 32. As a direct result, Engel has suffered and continues to suffer substantial losses related to the  
11 use and enjoyment of such compensation, wages, lost interest on such monies.

12 **THIRD CAUSE OF ACTION**

13 **WAGE STATEMENT PENALTY**

14 By Engel Against All Defendants

15 33. Engel incorporates by reference paragraphs 1 to 32 of Complaint.

16 34. The relevant portion of Labor Code section 226(a) states:  
17 Every employer shall, semimonthly or at the time of each payment of wages, furnish  
18 each of his or her employees, either as a detachable part of the check, draft, or  
19 voucher paying the employee's wages, or separately when wages are paid by  
20 personal check or cash, an accurate itemized statement in writing showing (1) gross  
wages earned, (2) total hours worked by the employee, except for any employee  
whose compensation is solely based on a salary and who is exempt from payment of  
overtime under subdivision (a) of Section 515 or any applicable order of the  
Industrial Welfare Commission.

21 35. Defendants did not provide Engel legally compliant wage statements.

22 36. The wage statements that were provided did not reflect the hourly rate of pay, proper  
23 regular rate of pay, overtime wages, gross wages, and net wages.

24 37. As a result of this knowing and intentional failure to comply with Labor Code section 226,  
25 Engel is entitled to \$50.00 for the initial pay period in which the violation occurred, and \$100.00  
26 for each violation in subsequent pay periods, plus attorney fees.

1  
2 **FOURTH CAUSE OF ACTION**

3 **WAITING TIME PENALTY**

4 **By Engel Against All Defendants**

5 38. Engel incorporates by reference paragraphs 1 to 37 of the Complaint.

6 39. Engel is still owed wages when she stopped working for Defendants. Specifically, Engel  
7 was never paid the proper regular rate, overtime wages, and the proper minimum wage for all hours  
8 worked for Defendants.

9 40. Consequently, pursuant to Labor Code section 203 the waiting time penalty applies, which  
10 is 30 days of wages including interest.

11 **FIFTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE SECTION 2802**

13 **By Engel Against All Defendants**

14 41. Engel incorporates by reference paragraphs 1 to 40 of the Complaint.

15 42. Engel incurred costs for expenditures in direct consequence of the discharge of her duties.  
16 These expenditures include but are not limited to Defendants deducting licensing fees from her  
17 hourly rate, the wrongful deduction of uniform costs from her hourly rate, training costs that were  
18 deducted from her hourly rate.

19 43. Defendants did not reimburse Engel for her expenditures described herein that were  
20 incurred in direct consequence of the discharge of her duties and is therefore in violation of Labor  
21 Code section 2802.

22 44. Engel is entitled to reimbursement of all necessary expenditures including but not limited to  
23 reasonable costs and attorney's fees.

24 **SIXTH CAUSE OF ACTION**

25 **VIOLATION OF UNFAIR COMPETITION LAW**

26 **By Engel Against All Defendants**

27 45. Engel incorporates by reference paragraphs 1 to 44 of the Complaint.

28 46. This claim is being brought under the unlawful prong of the UCL on the basis that

1 Defendants violated provisions of the Labor Code.

2 47. Business & Professions Code section 17200 prohibits acts of unfair competition, which  
3 include any "unlawful, unfair or fraudulent business act or practice...."

4 48. As a result of Defendants', (1) failure to pay minimum wage (2) failure to pay overtime; (3)  
5 failure to reimburse business related expenses; and (4) failure to provide legally compliant wage  
6 statements; and 5) failure to pay all wages earned upon termination and/or resignation.

7 **SEVENTH CAUSE OF ACTION**

8 **PAGA PENALTIES**

9 **By Plaintiffs Against All Defendants**

10 49. Plaintiffs incorporates by reference paragraphs 1 to 48 of the Complaint.

11 50. PAGA allows employees to bring actions against their employer on behalf of themselves as  
12 well as former and current aggrieved employees when the employer had violated a provision of the  
13 Labor Code.

14 51. In order to bring a PAGA action, there must be an underlying Labor Code violation, which  
15 the individual is pursuing on behalf of themselves and other similarly situated aggrieved  
16 employees. Here, the violation that forms the basis of Plaintiffs' PAGA claims are : 1) Defendants  
17 unlawfully deducting business expenses off the hourly rate of Plaintiffs which reduced Plaintiffs  
18 pay below the authorized minimum wage; 3) Defendants failure to pay overtime for all hours in  
19 excess of eight (8) hours in a day and forty (4) hours in a week; 4) Defendants failure to reimburse  
20 all work related expenditures and pass business expenses on to Plaintiffs; 5) Defendants failure to  
21 pay all wages at the time of termination or within 72 hours of resignation or on the date of  
22 termination; 6) Defendants unlawful deductions from Plaintiffs pay; and 7) Defendants violations  
23 of labor code section 226 for failing to providing statutory compliant wage statements with  
24 accurate gross and net wages; 8) failing to pay Plaintiffs all wages earned and due within the time  
25 allowable by Labor Code section 204; and 9) failing to keep at a central location in the state all  
26 records including payroll records.

27 52. Plaintiffs notified the Labor and Workforce Development Agency and Defendants on June  
28 11, 2022, of their intent to seek PAGA penalties, as required by Labor Code section 2699.3.

1 53. More than 65 days has passed since Plaintiffs gave the LWDA notice of their intent to bring  
2 the instant claim. As of the date of this filing, the LWDA has not provided Plaintiffs with any  
3 notice of its intent to act or refrain from acting with regard to this claim. Pursuant to section  
4 2699.3, Plaintiffs may now bring the present action for PAGA penalties.

5 54. Pursuant to Labor Code section 558, there is a civil penalty of \$50 for the first violation and  
6 \$100 for each subsequent violation per employee per pay period for violation of Labor Code  
7 section 512 or any provision relating to hours and days of work in any IWC Wage Order.

8 55. Pursuant to Labor Code section 1197.1 and 558, there is a civil penalty of \$100.00 for the  
9 first violation and \$250.00 for each subsequent violation for violation of Labor Code section 1194  
10 or any provisions relating the payment wages, hours, and working conditions in any IWC Wage  
11 Order.

12 56. Pursuant to Labor Code section 226.3, there is a penalty of \$250 per employee for the first  
13 offense, and \$1000 per employee for each subsequent offense for violations of Labor Code section  
14 226 subdivision (a).

15 57. Pursuant to Labor Code section 210, there is a penalty of \$100 per employee for the first  
16 offense, and \$200 per employee for each subsequent offense for violations of Labor Code sections  
17 204.

18 58. Pursuant to Labor Code section 225.5, there is a penalty of \$100 per employee for the first  
19 offense, and \$200 per employee for each subsequent offense for violations of Labor Code sections  
20 221-223.

21 59. Pursuant to Labor Code section 226, there is a penalty of \$750 to the employee for  
22 employer's failure to permit a current or former employee to inspect or receive a copy of records  
23 within the timeline specified in Labor Code section 226.

24 60. Pursuant to Labor Code section 2699 subdivision (f), there is a penalty of \$100 per  
25 employee for the first offense, and \$200 per employee for each subsequent offense for those  
26 violations that do not specify a penalty.

27 61. Pursuant to Labor Code section 2699 subdivision (g), Plaintiff is entitled to recover attorney  
28 fees and costs.

**PRAYER**

**First Cause of Action**

1. Compensatory and liquidated damages
2. Attorney fees, interest, and costs
3. Other relief the court deems proper

**Second Cause of Action**

1. Overtime Wages
2. Attorney's fees and costs
3. Interest
5. Other relief the court deems proper

**Third Cause of Action**

1. Wage statement penalty
2. Attorney fees and costs
3. Other relief the court deems proper

**Fourth Cause of Action**

1. Waiting time penalty
2. Other relief the court deems proper

**Fifth Cause of Action**

1. Reimbursement of costs
2. Attorney's fees
3. Other relief the court deems proper

**Sixth Cause of Action**

1. Restitution
2. Attorney's fees and costs
3. Other relief the court deems proper

**Seventh Cause of Action**

1. Civil Penalties pursuant to Labor Code section 558

- 1 2. Civil Penalties Pursuant to Labor Code section 1197.1
- 2 3. Civil Penalties pursuant to Labor Code section 226.3
- 3 4. Civil Penalties pursuant to Labor Code section 210
- 4 5. Civil Penalties pursuant to Labor Code section 225.5
- 5 6. Civil Penalties pursuant to Labor Code section 226
- 6 7. Civil Penalties pursuant to Labor Code section 2699 subdivision (f)
- 7 8. Attorney fees pursuant to Labor Code section 2699 subdivision (g)
- 8 9. Prejudgment interest
- 9 10. Other relief the court deems proper

10 Date: November30, 2022

**DONABEDIAN LAW, APC**

*Sam Donabedian*

Sam A. Donabedian, Esq.  
Adam H. Donabedian, Esq.  
Attorney for Plaintiffs  
Stephanie Engel and other Aggrieved  
Employees