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

SAMUEL KENNETH PORTER,
individually, and on behalf of other members
of the general public similarly situated;
JULIO ACEVEDO, APRIL LUCKETT,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

ABSOLUTE SECURITY
INTERNATIONAL, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24STCV29888

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

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- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code §227.3 (Vested Vacation Pay);
- (12) Violation of California Labor Code §246 (Sick Leave);
- (13) Cal. Code Regs. tit. 8, § 11040 (Reporting Time Pay Violations)
- (14) Violation of California Labor Code §§ 432.5, 432.6(a), and 432.7 (Securing Unlawful Terms and Conditions in an Employment Agreement);
- (15) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff SAMUEL KENNETH PORTER (“Plaintiff PORTER”), individually, and on behalf of other members of the general public similarly situated, and Plaintiff JULIO ACEVEDO (“Plaintiff ACEVEDO”) and Plaintiff APRIL LUCKETT (“Plaintiff LUCKETT”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (collectively, “Plaintiffs”) and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs, the other class members, and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

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PARTIES

5. Plaintiff SAMUEL KENNETH PORTER is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff JULIO ACEVEDO is an individual residing in the State of California, County of Los Angeles.

7. Plaintiff APRIL LUCKETT is an individual residing in the State of California.

8. Defendant ABSOLUTE SECURITY INTERNATIONAL, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendant ABSOLUTE SECURITY INTERNATIONAL, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendant ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue Defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs, the other class members, and the other aggrieved employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this

Complaint to show the true names and capacities when the same have been ascertained.

12. Defendant ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and the other aggrieved employees to make each of said Defendants employers liable under the statutory provisions set forth herein.

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CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under California Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from January 7, 2021 to final judgment and who reside in California.

16. Plaintiffs reserve the right to establish subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’ as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

- 1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
2 each class member, with whom they have a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiffs have
4 no interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 18. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;
- 26 b. Whether Defendants had a corporate policy and practice of failing to pay
27 their hourly-paid or non-exempt employees within the State of California
28 for all hours worked and missed (short, late, interrupted, and/or missed

- altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendant failed to pay (or properly pay) Plaintiff and other class members vested vacation pay in accordance with California Labor Code section 227.3;
- m. Whether Defendant failed to pay (or properly pay) Plaintiff and other class members who worked for thirty (30) or more days within a year

Sick Leave in accordance with California Labor Code section 246;

- n. Whether Defendant failed to pay all reporting time wages to employees;
- o. Whether Defendants required employees to agree in writing to unlawful provisions as a condition of employment and asked employees about convictions at the application phase or prior to extending an employment offer;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

19. At all relevant times set forth herein, Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") was applicable to Plaintiff ACEVEDO's and Plaintiff LUCKETT's employment by Defendants.

20. Unless otherwise specified, all citations and references to the PAGA statute are to the amended version of that statute effective July 1, 2024; the amended statute does apply to this action pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency was provided by Plaintiff ACEVEDO and Plaintiff LUCKETT on March 7, 2025 and August 19, 2024, respectively, which are after June 19, 2024.

21. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

22. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

23. Plaintiff ACEVEDO and Plaintiff LUCKETT were employed by Defendants and the alleged violations were committed against Plaintiff ACEVEDO and Plaintiff LUCKETT during their time of employment and Plaintiff ACEVEDO and Plaintiff LUCKETT are, therefore, aggrieved employees. Plaintiff ACEVEDO and Plaintiff LUCKETT and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

24. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff ACEVEDO and Plaintiff LUCKETT, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties or relief to which the employee may be entitled.

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25. On March 7, 2025, Plaintiff ACEVEDO provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant ABSOLUTE SECURITY INTERNATIONAL, INC. and ABSOLUTE SECURITY INTL CORP of the specific provisions of the alleged California Labor Code violations, including the facts and theories to support the alleged violations. Plaintiff ACEVEDO did not receive an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff ACEVEDO's notice.

26. On August 19, 2024, Plaintiff LUCKETT provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant ABSOLUTE SECURITY INTERNATIONAL, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff LUCKETT did not receive an LWDA Notice within sixty-five (65) calendar days of the date of the August 19, 2024 notice.

27. Therefore, Plaintiff ACEVEDO and Plaintiff LUCKETT have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 432.5, 432.6(a), 432.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and all applicable Industrial Welfare Commission ("IWC") Wage Orders, including, *inter alia*, Cal. Code Regs. tit. 8, § 11040.

GENERAL ALLEGATIONS

28. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

29. Defendants, jointly and severally, employed Plaintiff PORTER as an hourly-paid, non-exempt employee from approximately April 2021 to approximately March 2022 in the State of California.

30. Defendants, jointly and severally, employed Plaintiff ACEVEDO as an hourly-paid, non-exempt employee from approximately March 2024 to approximately April 2024 in

1 the State of California.

2 31. Defendants, jointly and severally, employed Plaintiff LUCKETT as an hourly-
3 paid, non-exempt employee from approximately February 2023 to approximately July 2024 in
4 the State of California.

5 32. Defendants hired Plaintiffs, the other class members, and the other aggrieved
6 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
7 them for all hours worked and missed meal periods and/or rest breaks.

8 33. Defendants had the authority to hire and terminate Plaintiffs, the other class
9 members, and the other aggrieved employees, to set work rules and conditions governing
10 Plaintiffs', the other class members', and the other aggrieved employees' employment, and to
11 supervise their daily employment activities.

12 34. Defendants exercised sufficient authority over the terms and conditions of
13 Plaintiff's and the other class members' employment for them to be joint employers of
14 Plaintiffs, the other class members, and the other aggrieved employees.

15 35. Defendants directly hired and paid wages and benefits to Plaintiffs, the other
16 class members, and the other aggrieved employees.

17 36. Defendants continue to employ hourly-paid or non-exempt employees within the
18 State of California.

19 37. Plaintiffs, the other class members, and the other aggrieved employees worked
20 over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
21 Defendants.

22 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
24 employees within the State of California. This pattern and practice involved, *inter alia*, failing
25 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
26 breaks in violation of California law.

27 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs, the other class members, and the other aggrieved

1 employees were entitled to receive certain wages for overtime compensation and that they
2 were not receiving accurate overtime compensation for all overtime hours worked.

3 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 failed to provide Plaintiffs, the other class members, and the other aggrieved employees all
5 required rest and meal periods during the relevant time period as required under the Industrial
6 Welfare Commission Wage Orders and thus they are entitled to any and all applicable
7 penalties.

8 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
10 employees were entitled to receive all meal periods or payment of one additional hour of pay at
11 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay
12 when a meal period was missed, and they did not receive all meal periods or payment of one
13 additional hour of pay at Plaintiffs', the other class members', and the other aggrieved
14 employees' regular rate of pay when a meal period was missed.

15 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
17 employees were entitled to receive all rest periods or payment of one additional hour of pay at
18 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay
19 when a rest period was missed, and they did not receive all rest periods or payment of one
20 additional hour of pay at Plaintiffs', the other class members', and the other aggrieved
21 employees' regular rate of pay when a rest period was missed.

22 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
24 employees were entitled to receive at least minimum wages for compensation and that they
25 were not receiving at least minimum wages for all hours worked.

26 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
28 employees were entitled to receive all wages owed to them upon discharge or resignation,

1 including overtime and minimum wages and meal and rest period premiums, and they did not,
2 in fact, receive all such wages owed to them at the time of their discharge or resignation.

3 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
5 employees were entitled to receive all wages owed to them during their employment.
6 Plaintiffs, the other class members, and the other aggrieved employees did not receive payment
7 of all wages, including overtime and minimum wages and meal and rest period premiums,
8 within any time permissible under California Labor Code section 204.

9 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
11 employees were entitled to receive complete and accurate wage statements in accordance with
12 California law, but, in fact, they did not receive complete and accurate wage statements from
13 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
14 hours worked by Plaintiffs, the other class members, and the other aggrieved employees.

15 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Defendants had to keep complete and accurate payroll records
17 for Plaintiffs, the other class members, and the other aggrieved employees in accordance with
18 California law, but, in fact, did not keep complete and accurate payroll records.

19 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
21 employees were entitled to reimbursement for necessary business-related expenses.

22 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
24 employees were entitled to receive all vested and unused vacation and/or paid time off at the
25 employee's final rate of pay upon their separation from Defendant's employ but, in fact, they
26 did not receive all vested and unused vacation and/or paid time off at the employee's final rate
27 of pay upon their separation from Defendant's employ.

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1 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
3 employees were entitled to receive the legally required paid sick days at the legal rate but, in
4 fact, they did not receive the legally required paid sick days at the legal rate.

5 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
7 employees were entitled to receive all reporting time wages but, in fact, they did not receive all
8 reporting time wages.

9 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 required Plaintiffs, the other class members, and the other aggrieved employees to sign
11 unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
12 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to,
13 unlawful meal period waivers, unlawful forum selection clauses and/or choice of law
14 provisions/agreements and/or unlawful criminal and/or financial checks as a condition of
15 obtaining and/or continuing employment.

16 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 required Plaintiffs, the other class members, and the other aggrieved employees to waive their
18 right to first and/or second meal periods as a condition of working.

19 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 asked Plaintiffs, the other class members, and the other aggrieved employees about convictions
21 prior to extending an offer of employment and/or otherwise impermissibly inquired into
22 criminal history on its employment application.

23 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that they had a duty to compensate Plaintiffs, the other class
25 members, and the other aggrieved employees pursuant to California law, and that Defendants
26 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
27 failed to do so, and falsely represented to Plaintiffs, the other class members, and the other
28 aggrieved employees that they were properly denied wages, all in order to increase

Defendants' profits.

56. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs, the other class members, and the other aggrieved employees for all overtime hours worked. Plaintiffs, the other class members, and the other aggrieved employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

57. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs, the other class members, and the other aggrieved employees.

58. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees at least minimum wages for all hours worked.

59. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all wages owed to them upon discharge or resignation.

60. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

61. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs, the other class members, and the other aggrieved employees.

62. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs, the other class members, and the other aggrieved employees.

63. During the relevant time period, Defendants failed to reimburse Plaintiffs, the other class members, and the other aggrieved employees for all necessary business-related expenses and costs.

64. During the relevant time period, Defendants failed to pay Plaintiffs, the other class members, and the other aggrieved employees all unused and vested vacation wages.

1 65. During the relevant time period, Defendants failed to provide Plaintiffs, the
2 other class members, and the other aggrieved employees the legally required paid sick days at
3 the legal rate.

4 66. During the relevant time period, Defendants failed to pay Plaintiffs, the other
5 class members, and the other aggrieved employees all reporting time wages.

6 67. During the relevant time period, Defendants required Plaintiffs to agree in
7 writing to unlawful conditions of employment including but not limited to, unlawful non-
8 solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure
9 agreements, unlawful releases and/or waivers, including but not limited to, unlawful meal
10 period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements
11 and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
12 employment.

13 68. During the relevant time period, Defendants required Plaintiffs, the other class
14 members, and the other aggrieved employees to sign invalid meal period waivers as a
15 condition of employment and/or for threatening, retaliating and/or discriminating against
16 and/or terminating Aggrieved Employees because of their refusal to waive their meal period
17 rights.

18 69. During the relevant time period, Defendants asked Plaintiffs, the other class
19 members, and the other aggrieved employees about convictions prior to extending an offer of
20 employment and/or otherwise impermissibly inquired into criminal history on its employment
21 application.

22 70. During the relevant time period, Defendants failed to properly compensate
23 Plaintiffs, the other class members, and the other aggrieved employees pursuant to California
24 law in order to increase Defendants' profits.

25 71. California Labor Code section 218 states that nothing in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
27 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

72. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

73. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

74. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

75. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

76. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

77. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

78. During the relevant time period, Defendants intentionally and willfully failed to

1 pay overtime wages owed to Plaintiffs and the other class members.

2 79. Defendants' failure to pay Plaintiffs and the other class members the unpaid
3 balance of overtime compensation, as required by California laws, violates the provisions of
4 California Labor Code sections 510 and 1198, and is therefore unlawful.

5 80. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
6 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
7 attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 226.7 and 512(a))**

10 **(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)**

11 81. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
12 through 80, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 82. At all relevant times, the IWC Order and California Labor Code sections 226.7
15 and 512(a) were applicable to Plaintiff's and the other class members' employment by
16 Defendants.

17 83. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any meal or rest period mandated by an
19 applicable order of the California IWC.

20 84. At all relevant times, the applicable IWC Wage Order and California Labor
21 Code section 512(a) provide that an employer may not require, cause or permit an employee to
22 work for a work period of more than five (5) hours per day without providing the employee
23 with a meal period of not less than thirty (30) minutes, except that if the total work period per
24 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
25 consent of both the employer and employee.

26 85. At all relevant times, the applicable IWC Wage Order and California Labor
27 Code section 512(a) further provide that an employer may not require, cause or permit an
28 employee to work for a work period of more than ten (10) hours per day without providing the

1 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
2 that if the total hours worked is no more than twelve (12) hours, the second meal period may
3 be waived by mutual consent of the employer and the employee only if the first meal period
4 was not waived.

5 86. During the relevant time period, Plaintiffs and the other class members who
6 were scheduled to work for a period of time no longer than six (6) hours, and who did not
7 waive their legally-mandated meal periods by mutual consent, were required to work for
8 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
9 (30) minutes and/or rest period.

10 87. During the relevant time period, Plaintiffs and the other class members who
11 were scheduled to work for a period of time in excess of six (6) hours were required to work
12 for periods longer than five (5) hours without an uninterrupted meal period of not less than
13 thirty (30) minutes and/or rest period.

14 88. During the relevant time period, Defendants intentionally and willfully required
15 Plaintiffs and the other class members to work during meal periods and failed to compensate
16 Plaintiffs and the other class members the full meal period premium for work performed during
17 meal periods.

18 89. During the relevant time period, Defendants failed to pay Plaintiffs and the other
19 class members the full meal period premium due pursuant to California Labor Code section
20 226.7.

21 90. Defendants' conduct violates applicable IWC Wage Order and California Labor
22 Code sections 226.7 and 512(a).

23 91. Pursuant to applicable IWC Wage Order and California Labor Code section
24 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
25 additional hour of pay at the employee's regular rate of compensation for each work day that
26 the meal or rest period is not provided.

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THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

92. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

93. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

94. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

95. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

96. During the relevant time period, Defendants required Plaintiffs and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

97. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

98. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

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99. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

100. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

101. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

102. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

103. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

104. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

105. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

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106. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

107. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 106, and each and every part thereof with the same force and effect as though fully set forth herein.

108. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

109. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

110. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

111. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

112. Plaintiffs and the other class members are entitled to recover from Defendants

the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

113. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

114. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

115. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

116. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

117. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

118. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 118, and each and every part thereof with the same force and effect as though fully set forth herein.

120. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing 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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

121. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

122. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

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123. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

124. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

125. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

126. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set forth herein.

127. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

128. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiffs and the other class members.

129. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-

protected rights.

130. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

131. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 130, and each and every part thereof with the same force and effect as though fully set forth herein.

132. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

133. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

134. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

135. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

136. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 135, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 137. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
4 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure section 1021.5.

6 138. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business &
8 Professions Code section 17200, et seq.

9 139. A violation of California Business & Professions Code section 17200, et seq.
10 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
11 policies and practices of requiring employees, including Plaintiffs and the other class members,
12 to work overtime without paying them proper compensation violate California Labor Code
13 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
14 employees, including Plaintiffs and the other class members, to work through their meal and
15 rest periods without paying them proper compensation violate California Labor Code sections
16 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
17 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
18 practices of failing to timely pay wages to Plaintiffs and the other class members violate
19 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
20 Code sections 226(a), 1174(d), 2800 and 2802.

21 140. As a result of the herein described violations of California law, Defendants
22 unlawfully gained an unfair advantage over other businesses.

23 141. Plaintiffs and the other class members have been personally injured by
24 Defendants' unlawful business acts and practices as alleged herein, including but not
25 necessarily limited to the loss of money and/or property.

26 142. Pursuant to California Business & Professions Code sections 17200, et seq.,
27 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
28 retained by Defendants during a period that commences four years preceding the filing of this

Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §227.3)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

143. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 142, and each and every part thereof with the same force and effect as though fully set forth herein.

144. At all relevant times herein set forth, California Labor Code section 227.3 provides that an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon employee's separation from employment, pay to the employee all vested but unused vacation and/or paid time off at the employee's final rate of pay.

145. During the relevant time period, Defendant implemented a paid vacation, paid time off, or compensated time off policy whereby Plaintiffs and the other class members accrued vacation time and/or paid time off.

146. During the relevant time period, Defendant implemented an unlawful "use it or lose it" policy that did not allow Plaintiffs and the other class members to carry accrued and unused vacation and paid time off from one calendar year to the next, thereby causing Plaintiffs and the other class members to forfeit their right to earned wages.

147. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiffs and the other class members all vested and unused vacation and/or paid time off at the employee's final rate of pay upon their separation from Defendant's employ.

148. Defendant's failure to pay Plaintiffs and the other class members all vested but unused vacation and/or paid time off at the employee's final rate of pay upon their separation from Defendant's employ is in violation of California Labor Code section 227.3.

149. Pursuant to California Labor Code section 227.3, Plaintiffs and the other class members are entitled to recover from Defendant the unpaid vacation/paid time off, as well as penalties, interest, attorney's fees, and costs permitted under California law.

TWELFTH CAUSE OF ACTION

(Violation of California Labor Code §246)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

150. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 149, and each and every part thereof with the same force and effect as though fully set forth herein.

151. At all times relevant herein set forth, pursuant to California Labor Code section 246, which provides that “[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days...at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment.”

152. At all times relevant herein, Defendant was required to properly pay Plaintiff and class members for all sick time pursuant to California Labor Code section 246 and the applicable Wage Orders.

153. During the relevant time period, Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i) requires employers to “provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

154. During the relevant time period, Defendant failed in its obligation to provide Plaintiff and the class members the legally required paid sick days at the legal rate pursuant to Labor Code sections 246(a), (b).

155. Defendant's failure to pay Plaintiffs and the other class members sick pay at the employee's regular rate of pay is in violation of California Labor Code section 246.

THIRTEENTH CAUSE OF ACTION

(Violation of Cal. Code Regs. tit. 8, § 11040)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

156. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 155, and each and every part thereof with the same force and effect as though fully set forth herein.

157. At all relevant times herein set forth, the applicable IWC Wage Order, including IWC Wage Order 4-2001 (Cal. Code of Regs., tit. 8, § 11040), and California Labor Code section 1198 were applicable to Plaintiffs' and the other class members' employment by Defendants.

158. At all relevant times, Section 5 of the applicable IWC Wage Order provides that each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half of the employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage. The applicable IWC Wage Order further provides that if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, the employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum wage.

159. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members reporting time wages in accordance with the applicable IWC Wage Order and California Labor Code section 1198.

160. Defendants' failure to pay Plaintiffs and the other class members all reporting time wages due violates the applicable IWC Wage Order and California Labor Code section 1198, and Plaintiffs and the other class members are entitled to recover all available remedies for such violations, including unpaid reporting time wages, interest, attorneys' fees, and costs.

FOURTEENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 432.5, 432.6(a), and 432.7)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

161. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 160, and each and every part thereof with the same force and effect as though fully set forth herein.

162. At all relevant times herein set forth, California Labor Code section 432.5 provides that no employer shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer to be prohibited by law.

163. During the relevant time period, Defendants required Plaintiffs and the other class members to agree in writing to unlawful conditions of employment as a condition of obtaining and/or continuing employment, including but not limited to: unlawful non-solicitation and/or non-compete agreements; unlawful confidentiality and/or nondisclosure agreements; unlawful releases and/or waivers, including unlawful meal period waivers; unlawful commission agreements; unlawful forum selection clauses and/or choice of law provisions; and unlawful criminal and/or financial background check authorizations, in violation of California Labor Code section 432.5.

164. At all relevant times herein set forth, California Labor Code section 432.6(a) provides that a person shall not, as a condition of employment, continued employment, or the receipt of any employment-related benefit, require any applicant for employment or any employee to waive any right. California Labor Code section 432.6(b) further provides that an employer shall not threaten, retaliate, or discriminate against, or terminate any applicant for employment or any employee because of the refusal of such a waiver.

165. During the relevant time period, Defendants required Plaintiffs and the other class members to sign meal period waivers as a universal condition of employment, including during the onboarding process, in violation of California Labor Code section 432.6. Additionally, Defendants threatened, retaliated against, discriminated against, and/or terminated Plaintiffs and the other class members for refusing to waive their meal period

rights, in further violation of California Labor Code section 432.6.

166. At all relevant times herein set forth, California Labor Code section 432.7 provides that no employer shall ask an applicant for employment to disclose, through any written form or verbally, information concerning an arrest or detention that did not result in conviction, subject to certain limited exceptions.

167. During the relevant time period, Defendants asked Plaintiffs and the other class members, on their employment applications, to disclose arrests not resulting in convictions, in violation of California Labor Code section 432.7. Additionally, Defendants inquired into the criminal conviction history of Plaintiffs and the other class members prior to extending an offer of employment, in violation of California's Fair Chance Act and the California Fair Employment and Housing Act, and thereby required Plaintiffs and the other class members to agree in writing to disclose such information as a condition of employment in further violation of California Labor Code section 432.5.

168. Defendants' conduct violates California Labor Code sections 432.5, 432.6(a), and 432.7.

169. Plaintiffs and the other class members are entitled to recover from Defendants all available remedies for violations of California Labor Code sections 432.5, 432.6(a), and 432.7, including but not limited to statutory penalties, injunctive relief, reasonable attorneys' fees, and costs.

FIFTEENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against ABSOLUTE SECURITY INTERNATIONAL, INC. and DOES 1 through 100)

170. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 169, and each and every part thereof with the same force and effect as though fully set herein.

171. PAGA expressly established that any provisions of the California Labor Code which provides for a civil penalty to be assessed and collected by LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the

California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

172. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

173. Plaintiff ACEVEDO and Plaintiff LUCKETT and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

174. Defendants’ failure to pay legally required overtime wages to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

175. Defendants’ failure to provide legally required meal periods to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

176. Defendants’ failure to provide legally required rest periods to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

177. Defendants’ failure to pay legally required minimum wages to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

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Failure to Timely Pay Wages Upon Termination

178. Defendants' failure to timely pay wages to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

179. Defendants' failure to timely pay wages to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

180. Defendants' failure to provide complete and accurate wage statements to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

181. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

182. Defendants' failure to reimburse Plaintiff ACEVEDO and Plaintiff LUCKETT and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

183. Pursuant to California Labor Code section 2699, Plaintiff ACEVEDO and Plaintiff LUCKETT, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against

Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

Failure to Pay Vested Vacation Time

184. Defendant's failure to pay vested vacation time at the final rate to Plaintiffs and the other Class Members upon their resignation or termination constitutes unlawful and/or unfair activity prohibited by California Labor Code Section 227.3.

Failure to Pay for Paid Sick Leave

185. Defendant's failure to pay for Plaintiff's and other Class Members' paid sick leave for employees who, on or after July 1, 2015, worked in California for the same employer for 30 or more days within a year from the commencement of employment constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

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Failure to Pay Reporting Time Wages

186. Defendant's failure to pay reporting time wages to Plaintiffs and the other Class Members constitutes unlawful and/or unfair activity prohibited by the Applicable Wage Order.

Securing Unlawful Terms and Conditions in an Employment Agreement

187. Defendant's requiring Plaintiffs and the other class members to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful meal period waivers, unlawful commissions agreements, unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment constitutes unlawful and/or unfair activity prohibited by California Labor Code Sections 432.5, 432.6(a), and 432.7.

188. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

189. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

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DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the Private

Attorneys General Act prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;
11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to

1 proof at trial;

2 26. For pre-judgment interest on any unpaid compensation from the date such
3 amounts were due;

4 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Labor Code section 1194(a);

6 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

7 29. For such other and further relief as the Court may deem just and proper.

8 **As to the Fifth Cause of Action**

9 30. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
11 time of termination of the employment of Plaintiffs and the other class members no longer
12 employed by Defendants;

13 31. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 32. For statutory wage penalties pursuant to California Labor Code section 203 for
16 Plaintiffs and the other class members who have left Defendants' employ;

17 33. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due; and

19 34. For such other and further relief as the Court may deem just and proper.

20 **As to the Sixth Cause of Action**

21 35. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
23 by California Labor Code section 204 to Plaintiffs and the other class members;

24 36. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 37. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due; and

28 38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

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As to the Tenth Cause of Action

53. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. That the Court declare, adjudge, and decree that Defendant violated California Labor Code Section 227.3 by willfully failing to pay all vacation time to Plaintiffs and the other class members and aggrieved employees as required by California Labor Code section 227.3;

60. For actual, consequential and incidental losses and damages, according to proof;

61. For the imposition of civil penalties and/or statutory penalties;

62. For reasonable attorneys' fees and costs of suit incurred herein; and

63. For such other and further relief as the Court may deem just and proper.

As to the Twelfth Cause of Action

64. That the Court declare, adjudge, and decree that Defendant violated California Labor Code section 246 by failing to pay paid sick leave to Plaintiffs and the other class members and aggrieved employees as required by California Labor Code Section 246;

65. For actual, consequential and incidental losses and damages, according to proof;

66. For the imposition of civil penalties and/or statutory penalties;

67. For reasonable attorneys' fees and costs of suit incurred herein; and

68. For such other and further relief as the Court may deem just and proper.

As to the Thirteenth Cause of Action

69. That the Court declare, adjudge, and decree that Defendant violated the Applicable Wage Order by failing to pay reporting time wages to Plaintiffs and the other class members and aggrieved employees as required by the Applicable Wage Order;

70. For actual, consequential and incidental losses and damages, according to proof;

71. For the imposition of civil penalties and/or statutory penalties;

72. For reasonable attorneys' fees and costs of suit incurred herein; and

73. For such other and further relief as the Court may deem just and proper.

As to the Fourteenth Cause of Action

74. That the Court declare, adjudge, and decree that Defendant violated California Labor Code §§ 432.5, 432.6(a), and 432.7 by requiring Plaintiffs, the other class members, and the other aggrieved employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful meal period waivers, unlawful commissions agreements, unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment as prohibited by California Labor Code §§ 432.5, 432.6(a), and 432.7;

75. For actual, consequential and incidental losses and damages, according to proof;

76. For the imposition of civil penalties and/or statutory penalties;

1 77. For reasonable attorneys' fees and costs of suit incurred herein; and

2 78. For such other and further relief as the Court may deem just and proper.

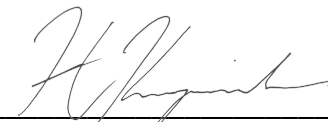
3 **As to the Fifteenth Cause of Action**

4 79. For civil penalties and wages pursuant to California Labor Code sections
5 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code
6 sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 432.5, 432.6(a), 432.7, 510, 512(a),
7 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and all applicable
8 Industrial Welfare Commission ("IWC") Wage Orders, including, *inter alia*, Cal. Code Regs.
9 tit. 8, § 11040; and

10 80. For such other and further relief as the Court may deem equitable and
11 appropriate

12
13 Dated: August 14, 2026

LAWYERS for JUSTICE, PC

14
15 By: 
16 Harris Koepenick
17 Attorneys for Plaintiff