

1 Manny Starr (319778)
manny@frontierlawcenter.com
 2 Theodore Tang (313294)
theodore@frontierlawcenter.com
 3 **FRONTIER LAW CENTER**
 4 23901 Calabasas Road, Suite 2074
 Calabasas, CA 91302
 5 Telephone: (818) 914-3433
 Facsimile: (818) 914-3433
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7 Attorneys for Glen Richard Allen,
 individually and on behalf of all others similarly situated
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9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 GLEN RICHARD ALLEN, individually and on
 12 behalf of all others similarly situated,

13 Plaintiff(s),

14 v.

15 UNIVERSAL PROTECTION SERVICE, LP; and
 16 DOES 1 through 100,

17 Defendant(s).
 18

Case No. **22CMCV00521**

COMPLAINT FOR:

1. Unpaid Wages
2. Meal Period Violations
3. Rest Break Violations
4. Wage Statement Penalties
5. PAGA Penalties

19 **PRELIMINARY ALLEGATIONS**

- 20 1. Plaintiff GLEN RICHARD ALLEN is a resident of Los Angeles County.
- 21 2. Defendant UNIVERSAL PROTECTION SERVICE, LP is a California Limited Partnership
 22 with a principal place of business in Pennsylvania.
- 23 3. Plaintiff is unaware of the true names or capacities of Doe defendants 1 to 100 but will
 24 amend the complaint pursuant to Code of Civil Procedure section 474 when names are known.
- 25 4. Plaintiff is informed and believes the acts alleged below were performed by or are
 26 attributable to the named and Doe defendants (collectively, "Defendants"), each acting as the
 27 other's agent with legal authority to act on the other's behalf.
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1 5. Plaintiff is informed and believe each of the Defendants is in some manner responsible for
2 the acts, omissions, occurrences, and transactions alleged. Plaintiff is informed and believe that
3 Defendants are the partners, agents, owners, shareholders, managers or employees of the other and
4 acted on each other's behalf.

5 6. Plaintiff worked for Defendants from at least July 1, 2022, through the present.

6 7. IWC Occupational Wage Order 4 is applicable because Plaintiff and the other Aggrieved
7 Employees have been employed as security guards.

8 8. Plaintiff and the Aggrieved Employees worked at 1865 S. Ferris Pl, Compton CA 90220
9 (hereafter the "Worksite").

10 9. Despite a postal address listing the location as "Compton," the Worksite is in fact outside of
11 Compton city limits, in unincorporated Los Angeles County.

12 10. Effective July 1, 2022, the minimum wage for employees who perform work in
13 unincorporated areas of Los Angeles County was \$15.96 per hour, pursuant to Los Angeles Code
14 Chapter 8.100.

15 11. Despite the local minimum wage, since July 1, 2022, Defendants have continued to pay
16 Plaintiff at the rate of \$15.00 per hour – the previous minimum wage.

17 12. Plaintiff contacted his supervisor about the discrepancy between his rate of pay and the
18 current minimum wage. Through official company channels, Defendants informed Plaintiff that it
19 believed that Los Angeles Code Chapter 8.100 did not apply to his worksite.

20 13. An employer provides compliant meal breaks to its employees "if it relieves its employees
21 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
22 take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
23 1004, 1040 (2012)).

24 14. Here, Plaintiff and the Aggrieved Employees were frequently required to remain on duty.
25 Further, the limited exception for on-duty meal periods allowed under the wage orders did not
26 always apply – For example, Plaintiff worked at the same location 5 days a week. On some days,
27 another guard would be present, on some days one would not. Any argument that it was not
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1 practical to allow Plaintiff to take a full meal break because the other guard would be left alone is
2 belied by the fact that Plaintiff was frequently himself left as the only guard on duty.

3 15. In addition, Defendants make it difficult to report a missed break. Specifically, Defendants
4 have a phone system for clocking in and clocking out. In order to clock out, Plaintiff and the
5 Aggrieved Employees are required to use this system. To complete the clock out process, an
6 employee must electronically attest to having received all their breaks. By tying the attestation to
7 the ability to clock out, Defendants unlawfully incentivize and coerces employees not to report
8 missed breaks.

9 16. An employer generally may not place restrictions on its employees during their rest breaks,
10 such as requiring its employees to remain on the premises and subject to the employer's control. In
11 fact, the California Division of Labor Standards and Enforcement has provided the following
12 guidance on its website:

13 Q. Can my employer require that I stay on the work premises during my rest period?

14 A. No, your employer cannot impose any restraints not inherent in the rest period
15 requirement itself. In *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257,
16 269, the California Supreme Court held that the rest period requirement "obligates
17 employers to permit-and authorizes employees to take-off-duty rest periods. That is,
18 during rest periods employers must relieve employees of all duties and relinquish
19 control over how employees spend their time." (citation omitted) As a practical
20 matter, however, if an employee is provided a ten minute rest period, the employee
21 can only travel five minutes from a work post before heading back to return in time.

19 17. Here, Plaintiff and the Aggrieved Employees were not allowed to leave the work premises
20 during their rest breaks. Thus, they were subject to Employer's control during the rest breaks and
21 were not provided with compliant rest breaks.

22 18. Further, as described above, Plaintiff and the Aggrieved Employees were required to attest
23 to having received all breaks as a condition of clocking out for the day, unlawfully disincentivizing
24 them from reporting missed breaks.

25 19. Labor Code section 226 requires an employer to provide wage statements to its employees
26 which includes, among other things, gross and net wages earned and all applicable hourly rates in
27 effect during the pay period and the corresponding number of hours worked at each hourly rate.
28 Defendants failed to provide wage statements which accurately reflected this information.

1 Specifically, Defendants did not include the proper gross wages earned or rates of pay earned on the
2 wage statements.

3 20. Plaintiff is informed and believes that at least some Aggrieved Employees at the Worksite
4 are no longer employed by Defendants. Since Defendants have still not paid these employees at the
5 correct minimum wage, it stands to reason that Defendants have not paid these wages within the
6 timeframes required by Labor Code sections 201 and 202.

7 21. On August 30, 2022, Plaintiff, through counsel, sent notice of his intent to seek civil
8 penalties under the Private Attorney General Act (“PAGA”) codified at Labor Code section 2698 *et*
9 *seq.* to the Labor and Workforce Development Agency (“LWDA”) via its online portal, and
10 simultaneously sent notice to Defendant, UNIVERSAL PROTECTION SERVICES, LP via
11 certified mail.

12 22. More than 65 days have elapsed since notice was given to the LWDA. No notice of intent
13 has been provided to Plaintiff from the LWDA.

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15 **FIRST CAUSE OF ACTION**

16 **UNPAID WAGES (LABOR CODE § 1194)**

17 **By Plaintiff Individually Against All Defendants**

18 23. Plaintiff incorporates by reference Paragraphs 1-22 of the Complaint.

19 24. Since July 1, 2022, Defendants have paid Plaintiff at a rate of \$15.00 per hour, \$0.96 per
20 hour less than the minimum wage.

21 25. Despite being made aware of the discrepancy by Plaintiff, Defendants continued to, and
22 continues to, unlawfully pay Plaintiff at a rate of pay lower than the minimum wage.

23 26. Plaintiff is informed and believes that the lower rate of pay has also resulted in Defendants
24 shorting him on overtime pay.

25 27. Plaintiff is entitled to recover wages in the amount of \$.96 per hour worked since July 1,
26 2022.

27 28. Plaintiff is entitled to recover overtime pay at a rate of \$1.44 (.96 x 1.5) per hour of overtime
28 worked since July 1, 2022.

29. Plaintiff is entitled to recover, in addition to the wages, liquidated damages at a rate of \$.96 per hour worked since July 1, 2022, pursuant to Labor Code section 1194.2.

30. Plaintiff is entitled to recover reasonable attorney fees and costs pursuant to Labor code section 1194.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS (LABOR CODE § 512)

By Plaintiff Individually Against All Defendants

31. Plaintiff incorporates by reference Paragraphs 1-22 of the Complaint.

32. Defendants required Plaintiff to remain on duty throughout his entire shift, despite working shifts in excess of 5 hours.

33. As stated above, it was not always impractical for Defendant to relieve Plaintiff of all duty for a 30-minute meal period.

34. Thus, Plaintiff is entitled to 1 hour of pay for each day in which he worked a shift in excess of 5 hours and was not provided a minimum of 30 minutes relieved of all duty.

THIRD CAUSE OF ACTION

REST BREAK VIOLATIONS (LABOR CODE § 226.7)

By Plaintiff Individually Against All Defendants

35. Plaintiff incorporates by reference Paragraphs 1-22 of the Complaint.

36. Defendants required Plaintiff to remain at the Worksite at all times – including times otherwise designated as “rest breaks.”

37. Plaintiff worked shifts in excess of 3½ hours in length.

38. As stated above, absent an exception in a particular wage order, employers are not permitted to require employees to remain on site during rest breaks. No such exception is applicable here.

39. Thus, Plaintiff is entitled to 1 hour of pay for each shift in which he worked for 3½ or more and was not permitted to leave during a rest period.

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FOURTH CAUSE OF ACTION
WAGE STATEMENT PENALTIES (LABOR CODE § 226)
By Plaintiff Individually Against All Defendants

40. Plaintiff incorporates by reference Paragraphs 1-22 of the Complaint.

41. Labor Code § 226 (a) requires specific pieces of information to be accurately reflected on an employee’s wage statements. Included in this information are, inter alia, the gross amount earned during the pay period and all applicable hourly rates of pay in effect and the number of hours worked at each rate.

42. Defendants provided wage statements which incorrectly listed the gross wages earned and the rates of pay in effect. Specifically, Defendants listed the incorrect wage of \$15.00 instead of \$15.96 as Plaintiff’s regular rate of pay. Thus, any rates of pay (such as overtime) that were based off that rate are also incorrect.

43. Further, Defendant failed to correct these issues after being put on notice that the rates were incorrect.

44. Thus, Plaintiff is entitled to recover \$50 for the pay period including July 1, 2022, and \$100 for each pay period thereafter.

FIFTH CAUSE OF ACTION
PAGA PENALTIES (LABOR CODE § 2699 et seq.)
By Plaintiff as Private Attorney General Against and Aggrieved Employees All Defendants

45. Plaintiff incorporates by reference Paragraphs 1-22 of the Complaint.

46. All of the violations listed above constitute Labor Code violations actionable under PAGA.

47. In addition, since Defendants failed to pay all wages due, it stands to reason that they also failed to pay all wages at the time they were due pursuant to Labor Code section 204.

48. For the violation of minimum wage requirements, the Aggrieved Employees are entitled to recover penalties under Labor Code Section 1197.1.

49. For the violation of meal periods under Labor Code sections 512 and 226.7, the Aggrieved Employees are entitled to penalties under Labor Code section 2699.

1 50. For the violation of Rest break requirements under Labor Code section 266.7, the Aggrieved
2 Employees are entitled to penalties under Labor Code section 2699.

3 51. For the failure to provide accurate and complete wage statements as required by Labor Code
4 section 226, the Aggrieved Employees are entitled to penalties under Labor Code section 226.3

5 52. For failure to pay wages at time of termination, the Aggrieved Employees are entitled to
6 penalties under Labor Code section 2699.

7 53. For failure to pay wages when regularly due pursuant to Labor Code Section 204, the
8 Aggrieved Employees are entitled to penalties under Labor Code section 2699.

9 54. Plaintiff is also entitled to recover reasonable attorney fees and costs pursuant to Labor Code
10 section 2699 subdivision (g).

11 Prayer for Relief

12 Wherefore, Plaintiff prays for relief as follows:

13 First Cause of Action

- 14 1. Unpaid minimum wages
15 2. Unpaid overtime wages
16 3. Liquidated Damages
17 4. Attorney fees
18 5. Costs
19 6. Other relief the Court deems proper.

20 Second Cause of Action

- 21 1. Meal Premium pay
22 2. Other relief the Court deems proper.

23 Third Cause of Action

- 24 1. Rest Premium pay
25 2. Other relief the Court deems proper

26 Fourth Cause of Action

- 27 1. Wage Statement Penalties
28 2. Attorney fees

- 1 3. Costs
2 4. Other relief the Court deems proper.
3 Fifth Cause of Action
4 1. PAGA Penalties
5 2. Attorney fees
6 3. Costs
7 4. Other relief the Court deems proper.

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10 DATED: November 8, 2022


THEODORE TANG
Attorney for Plaintiff
Glen Richard Allen

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17 **JURY TRIAL DEMAND**

18 Plaintiff hereby demands a trial by Jury on all issues so triable.

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20 DATED: November 8, 2022


THEODORE TANG
Attorney for Plaintiff
Glen Richard Allen