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Attorneys for Plaintiff
CHASE HUNTER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

CHASE HUNTER, an individual, for the real
party in interest, the State of California,

Plaintiff,

vs.

UNIVERSAL PROTECTION SERVICE, LP;
ALLIED UNIVERSAL SECURITY SERVICES;
and DOES 1 through 50,

Defendants.

Case No. 37-2022-00047265-CU-OE-CTL

REPRESENTATIVE ACTION

**COMPLAINT FOR VIOLATIONS OF THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code Section 2698 et seq.)**

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
11/22/2022 at 02:46:55 PM
Clerk of the Superior Court
By Brandon Krause, Deputy Clerk

1 Plaintiff CHASE HUNTER (“Plaintiff”), in his capacity as the State of California’s designated
2 proxy under the Private Attorneys General Act, and on behalf of other current and former California
3 employees (“Represented Employees”) alleges the following:

4 **NATURE OF THE ACTION**

5 1. Pursuant to the Private Attorneys General Act (“PAGA”), incorporated in Labor Code
6 sections 2698, 2699 *et seq.*, Plaintiff brings this representative action against Defendants
7 UNIVERSAL PROTECTION SERVICE, LP (“UNIVERSAL”), ALLIED UNIVERSAL
8 SECURITY SERVICES (“ALLIED”) and DOES 1 through 50 (all defendants are hereinafter
9 collectively referred to as “Defendants”) for wage and hour violations of the California Labor Code
10 and the applicable Industrial Welfare Commission Wage Order (the “IWC Wage Order”).

11 2. Pursuant to Labor Code section 2699 *et seq.*, any provision of the Labor Code that
12 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
13 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees
14 for violation of the code may, as an alternative, be recovered through a civil action brought by an
15 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
16 to the procedures specified in Labor Code section 2699.3.

17 3. Through this representative action, Plaintiff seeks to recover civil penalties under the
18 PAGA. No class certification is required. (*Arias v. Superior Court* (2009) 46 Cal.4th 969.)

19 **JURISDICTION AND VENUE**

20 4. Pursuant to Article VI, section 10 of the California Constitution, subject matter
21 jurisdiction is proper in the Superior Court of California, County of San Diego, State of California
22 because Plaintiff alleges claims arising under California law.

23 5. This Court has jurisdiction over Defendants because each is believed to be an
24 association, corporation, business entity, or individual that conducts substantial business in the State
25 of California, County of San Diego.

26 6. This Court has jurisdiction over Plaintiff’s claim for civil penalties under the PAGA.

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7. Pursuant to California Code of Civil Procedure section 395, venue is proper in the Superior Court of California for the County of San Diego because this is where the wrongful misconduct alleged herein occurred.

THE PARTIES

8. The State of California is the real party in interest in a PAGA action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81. [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”].)

9. Plaintiff is an “aggrieved employee” because he was employed by Defendants and had one or more of the alleged violations committed against him, and therefore is properly suited to act on behalf the state, and collect civil penalties for all violations committed against the Represented Employees, who are also aggrieved employees as defined by Labor Code section 2699(c).

10. Plaintiff worked for Defendants during which time he was paid hourly and was considered non-exempt.

11. Defendants are a security company doing in business throughout the state of California.

12. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendant named herein as DOES 1 through 50, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave to amend the operative complaint (“Complaint”) to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiff is informed and believes, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiff for the events and actions alleged herein.

13. Plaintiff is informed and believes, and based thereon allege, that at all times, each Defendant was acting as an agent, joint venturer, integrated enterprise and/or alter ego for each of the other defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other defendants.

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1 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant was
2 acting partly within and partly without the scope and course of their employment, and was acting with
3 the knowledge, permission, consent, and ratification of every other Defendant.

4 15. At all material times, Defendants were and/or are Represented Employees' employers
5 or persons acting on behalf of Represented Employees' employer, under California law, the IWC
6 Wage Order, and Labor Code sections 558 and 558.1 and thus are jointly and severally liable for the
7 violations alleged herein and any amounts awarded and/or recoverable as a result of this action.

8 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

9 16. On September 15, 2022, Plaintiff, via counsel, sent the statutorily required notice to
10 the LWDA ("PAGA Notice"), indicating that Plaintiff intends to pursue claims against Defendants
11 for violations of the Labor Code. An Amended PAGA Notice was sent to the LWDA on November
12 3, 2022.

13 17. On September 15, 2022, Plaintiff, via counsel, sent a copy of the PAGA Notice to
14 Defendants UNIVERSAL and ALLIED. A copy of the Amended PAGA Notice to the LWDA was
15 mailed to Defendants UNIVERSAL and ALLIED on November 3, 2022.

16 18. The statutory period expired since Plaintiff sent the PAGA Notice to the LWDA and
17 LWDA did not serve Plaintiff with a notice of its intent to assume jurisdiction over the applicable
18 penalty claims and did not provide notice as set forth in Labor Code section 2699.3(a)(2)(A).

19 19. Therefore, Plaintiff has exhausted the administrative requirements under the PAGA.

20 **PAGA REPRESENTATIVE ACTION CLAIMS**

21 20. On information and belief, current and former employees of Defendants were subject
22 to wage and hour violations by Defendants, specifically by Defendants' violations of Labor Code
23 sections 432.5, 2802, 2698, and 2699 et seq.

24 21. California law provides that an aggrieved employee may file an action against an
25 employer for penalties in connection with violations of the Labor Code and Wage Order provided the
26 aggrieved employee file an action on behalf of himself or herself and other current and former
27 employees.

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22. The Causes of Action alleged in this Complaint are appropriately suited for a Representative Action under the PAGA because:

- a. Their action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies or employees;
- b. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him; and
- c. Plaintiff has satisfied the procedural requirements of Labor Code section 2699.3, as set forth above.

23. As a result of the acts alleged above, Plaintiff seeks to recover civil penalties under the PAGA for violations of the following Labor Code provisions:

- Labor Code section 432.5; and
- Labor Code section 2802.

FIRST CAUSE OF ACTION
(Representative Claim for Civil Penalties Under the PAGA for violations of Labor Code section 432.5 against all Defendants)

24. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

25. Under Labor Code section 432.5, “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

26. Defendants violated Labor Code section 432.5. Defendants required Plaintiff and the Represented Employees to sign a document entitled “Customer Claim Waiver & Release” (hereinafter “Release”) which requires Represented Employees to waive and forever release any and all rights to make a claim, commence a lawsuit, or recover damages or losses, including pain and suffering or lost wages, from or against Defendants’ current or future customer, its management, employees, agents, parent, subsidiary or affiliated companies that arises from or relates to injuries that may occur in the course and scope of employment or while on the job site. Defendants’ Release violates Civil Code

1 section 1668 and Labor Code section 2804. Since the Release violates Civil Code section 1668 and
2 Labor Code section 2804, Defendants' requirement that Plaintiff and Represented Employees agree
3 to such unlawful release in writing violates Labor Code section 432.5.

4 27. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
5 Labor Code section 432.5.

6 28. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
7 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
8 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
9 all Labor Code provisions for which a civil penalty is not specifically provided.

10 29. Plaintiff is seeking civil penalties against Defendants under the PAGA, including
11 Labor Code sections 2699(f) and/or any other applicable statute allowing recovery of civil penalties
12 under the PAGA in an amount to be shown according to proof.

13 30. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
14 attorneys' fees, costs, filing fees paid to the LWDA and civil penalties in an amount to be shown
15 according to proof.

16 **SECOND CAUSE OF ACTION**
17 **(Representative Claims for Civil Penalties Under the PAGA for Violation of Labor Code**
18 **Section 2802 against all Defendants)**

19 31. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
20 forth herein.

21 32. Labor Code section 2802, subdivision (a) states that an employer must reimburse
22 employees "for all necessary expenditures" incurred by the employee in "direct consequence of the
23 discharge of his or her duties."

24 33. Defendants violated Labor Code section 2802. By way of example, Plaintiff was
25 required to use his personal cellular phone, that he paid for, to communicate with management and/or
26 co-workers for work related matters. Defendants did not compensate nor reimburse Plaintiff.

27 34. Upon information and belief, Defendants committed the same violation against other
28 Represented Employees.

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35. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 2802.

36. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

37. Plaintiff is seeking civil penalties against Defendants under the PAGA, including Labor Code sections 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

38. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover attorneys' fees, costs, filing fees paid to the LWDA and civil penalties in an amount to be shown according to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment against Defendants as follows:

1. An award of civil penalties pursuant to the PAGA and/or other applicable laws;
2. An award of reasonable attorneys' fees, costs, and filing fees paid to the LWDA pursuant to the PAGA, California Labor Code section 2699(g), and/or other applicable law;
3. Post-judgment interest as provided by law; and
4. Such other and further relief that the Court may deem just and proper.

Dated: November 22, 2022

MASHIRI LAW FIRM, APC

By: 
 Alex Asil Mashiri
 Attorney for Plaintiff
 Chase Hunter