

1 FARZAD RASTEGAR, State Bar No. 155555
2 farzad@rastegarlawgroup.com
3 **RASTEGAR LAW GROUP, APC**
4 22760 Hawthorne Blvd., Suite 200
5 Torrance, CA 90505
6 Tel.: (310) 961-9600
7 Fax: (310) 961-9094

8 Attorneys for Plaintiffs JONATHAN URANGA and all other similarly situated employees of
9 Defendant

10 Additional counsel on following page**

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

13 JONATHAN URANGA, DAMON LEE,
14 SHERI MURPHY and all other similarly
15 situated employees of Defendant,

16 Plaintiffs,

17 vs.

18 SECURITAS SECURITY SERVICES USA,
19 INC., a California corporation; and DOES 1
20 through 100, inclusive,

21 Defendant.

CASE NO.: 22STCV38698

22 **FIRST AMENDED CONSOLIDATED**
23 **CLASS ACTION COMPLAINT**
24 **PURSUANT TO CALIFORNIA CODE OF**
25 **CIVIL PROCEDURE §382:**

- 26 1. **Failure to Pay All Wages**
27 **Including Overtime as Required**
28 **by Labor Code §§ 510 and 1194;**
1. **Failure to Provide Meal Periods**
as Required by Labor Code §§
226.7, 512 and IWC Wage
Orders;
2. **Failure to Provide Rest Periods**
as Required by Labor Code §§
226.7, 512 and IWC Wage
Orders
3. **Failure to Pay Timely Wages at**
Termination As Required by
Labor Code § 203;
4. **Failure to Pay Timely Wages**
During Employment As
Required by Labor Code §§ 204,
210
5. **Failure to Provide Accurate**
Itemized Wage Statements as
Required by Labor Code § 226;
6. **Failure to Indemnify Necessary**
Business Expenses as Required
by Labor Code § 2802;
7. **Failure to Provide a Days Rest in**
Seven as Required by Labor
Code § 551-552;
8. **Failure to Record On Duty Meal**
Periods in Violation of Labor
Code §§ 226, 226.7, 512, 1174,
1174.5;

10. Violation of Business &
Professions Code § 17200, et seq.
11. For Penalties Pursuant to The
Private Attorneys General Act Of
2004 (California Labor Code, §
2698 Et Seq.)

DEMAND FOR JURY TRIAL

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiffs DAMON LEE and
SHERI MURPHY, on behalf of the general
public as private attorney general

1 Plaintiffs JONATHAN URANGA, DAMON LEE and SHERI MURPHY (“Plaintiffs”),
2 individually and on behalf of all others similarly situated (hereinafter collectively referred to as the
3 “Class” or “Class Member”), hereby files this Complaint against of Defendant SECURITAS
4 SECURITY SERVICES USA, INC. (“Defendant”) and alleges on information and belief as
5 follows:

6 **I. INTRODUCTION**

7 1. This is a Class Action arising out of Defendant’s failure to provide their non-
8 exempt employees in California for compensation for all hours worked, including overtime;
9 failure to provide its employees with lawful meal and rest periods in compliance with the
10 applicable Wage Order and/or the California Labor Code; failure to pay all wages in a timely
11 manner during employment and at the time of termination; failure to maintain records, and failure
12 to reimburse employees, pursuant to California Code of Civil Procedure section 382, on behalf of
13 Plaintiffs and any and all persons who are or were employed by Defendant, in the State of
14 California at any time from February 26, 2021 through resolution or trial of the matter. (“Class
15 Members” or “Non-Exempt Employees”.)

16 2. Further, Plaintiffs bring this Class Action, pursuant to Code of Civil Procedure 382,
17 and asserts claims against Defendant on behalf of himself and all prospective employees and/or
18 employees employed by, or formerly employed by Defendant who, as a condition of employment,
19 executed Defendant’s standard background check disclosure form and submitted to a background
20 check.

21 3. During the liability period, as defined in the applicable statute of limitations for
22 each and every cause of action herein, Defendant consistently maintained and enforced against
23 Defendant’s Non-Exempt Employees unlawful practices and policies in violation of California
24 state wage and hour laws as detailed more extensively herein.

25 4. The California Labor Code and IWC Wage Orders require employers to provide to
26 their employees, among other things, lawful meal periods, properly calculated meal, and rest
27 period premiums when meal periods are not lawfully provided, and accurate, lawful itemized
28 wage statements.

5. Defendant implemented uniform policies and practices that deprived Plaintiffs and

1 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
2 premium wages; lawful meal and rest breaks; and timely payment of wages.

3 6. Such actions and policies, as described above and further herein, were and continue
4 to be in violation of the California Labor Code. Plaintiffs, on behalf of himself and all Class
5 Members, bring this action pursuant to the California Labor Code, including sections 201, 202,
6 203, 204, 210, 212, 218, 218.5, 225.5, 226, 226.3, 226.7, 2698 *et seq.*, 2800, 2802, 2804, 510, 512,
7 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2699,
8 applicable IWC California Wage Orders and California Code of Regulations, Title 8, section
9 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, penalties,
10 liquidated damages, and reasonable attorneys' fees and costs.

11 7. Plaintiffs, on behalf of themselves and others similarly situated employees,
12 pursuant to Business and Professions Code sections 17200-17208, also seek restitution from
13 Defendant for its failure to pay to Plaintiffs and Class Members all of their wages, including
14 overtime and premium wages.

15 **II. JURISDICTION AND VENUE**

16 8. This class action is brought pursuant to California Code of Civil Procedure §382.
17 The monetary damages and restitution sought by Plaintiffs exceed the minimum jurisdiction limits
18 of the California Superior Court and will be established according to proof at trial.

19 9. This Court has jurisdiction over this action pursuant to the California Constitution
20 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
21 except those given by statute to other courts. The statutes under which this action is brought do not
22 give jurisdiction to any other court.

23 10. This Court has jurisdiction over Defendant because, upon information and belief,
24 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
25 avails itself of the California market so as to render the exercise of jurisdiction over it by the
26 California Courts consistent with traditional notions of fair play and substantial justice.

27 11. Venue is proper in this Court because upon information and belief, one or more of
28 the Defendant reside, transact business, or have offices in this County and/or the acts or omissions

1 alleged herein took place in this County.

2 **II. PARTIES**

3 12. Plaintiff, JONATHAN URANGA is, and at all relevant times was, a California
4 resident who worked for Defendant in the State of California.

5 13. Plaintiff, SHERI MURPHY, was at all times relevant to this action, a resident of
6 California. Plaintiff was employed by Defendants as a Non-Exempt Employee and worked during
7 the liability period for Defendants as a security guard and site supervisor, until Plaintiff's
8 separation from Defendants' employment from approximately July 2018 to September 2020.
9 Plaintiff was assigned to work at Mission Hospital located at Placerville, CA, as an agent for
10 Defendants.

11 14. Plaintiff, DAMON LEE, was at all times relevant to this action, a resident of
12 California. Plaintiff was employed by Defendant in July of 2024 until April 2025 as a Non-
13 Exempt Employee with the title of security guard and worked during the liability period for
14 Defendant, at Defendant's Hayward, CA location.

15 15. Defendant, SECURITAS SECURITY SERVICES USA, INC., is a Delaware
16 Corporation that operates as security business. Defendant operates in multiple California locations.
17 Plaintiffs estimate there are in excess of one hundred (100) Non-Exempt Employees who work or
18 have worked for Defendant over the last four years.

19 16. Other than identified herein, Plaintiffs are unaware of the true names, capacities,
20 relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as
21 DOES 1 through 50, but are informed and believe and thereon alleges that said Defendant are
22 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by
23 such fictitious names. Plaintiffs will amend this complaint when their true names and capacities
24 are ascertained.

25 17. Plaintiffs are informed and believes and thereon alleges that each Defendant,
26 directly or indirectly, or through agents or other persons, employed Plaintiffs and other members
27 of the Class, and exercised control over their wages, hours, and working conditions. Plaintiffs are
28 informed and believes and thereon alleges that each Defendant acted in all respects pertinent to

1 this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy
2 in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other
3 Defendant.

4 18. On March 29, 2022, Sheri Murphy filed a class action complaint in the Superior
5 Court of California, County of Orange, against Securitas Security Services USA, Inc. alleging
6 wage-and-hour claims for: failure to pay wages including overtime; failure to provide meal
7 periods; failure to provide rest periods; failure to timely pay wages upon separation; failure to
8 indemnify necessary business expenses; failure to provide a day of rest; failure to provide accurate
9 itemized wage statements; and violation of Business and Professions Code section 17200 et seq.

10 19. On June 6, 2022, Sheri Murphy, acting on behalf of the general public as a private
11 attorney general, filed a PAGA representative action in the Superior Court of California, County
12 of El Dorado, Case No. 22CV0770, against Securitas Security Services USA, Inc. alleging Labor
13 Code violations based on failure to pay minimum and overtime wages, failure to pay all wages
14 earned and owed upon separation, failure to provide accurate itemized wage statements, failure to
15 provide a day of rest in seven, failure to reimburse business expenses, failure to provide meal
16 periods, and failure to provide rest periods.

17 20. On December 13, 2022, Jonathan Uranga filed a PAGA representative action in the
18 Superior Court of California, County of Los Angeles, Case No. 22STCV38698, against Securitas
19 Security Services USA, Inc. and Does 1 through 100. The complaint alleged PAGA penalties for
20 failure to provide meal periods and meal-period premiums; failure to provide rest periods and rest-
21 period premiums; failure to pay all wages due at termination; and failure to provide accurate wage
22 statements and maintain accurate payroll records.

23 21. On May 20, 2025, Damon Lee filed a class action complaint in the Superior Court
24 of California, County of Alameda, Case No. 25CV123910, against Securitas Security Services
25 USA, Inc. alleging claims for failure to pay wages including overtime; failure to provide meal
26 periods; failure to provide rest periods; failure to timely pay wages upon separation; failure to
27 periods; failure to provide rest periods; failure to timely pay wages upon separation; failure to
28

provide accurate wage statements; failure to reimburse necessary business expenses; and violation of Business and Professions Code section 17200 et seq. Lee alleged he was employed from approximately July 2024 to April 2025 as a non-exempt security guard at Securitas's Hayward, California location.

22. On July 25, 2025, Damon Lee, acting on behalf of the general public as a private attorney general, filed a PAGA representative action in the Superior Court of California, County of Alameda, Case No. 25CV133977, against Securitas Security Services USA, Inc. alleging Labor Code violations based on failure to pay minimum and overtime wages; failure to provide meal periods; failure to provide rest periods; failure to pay all wages earned and owed upon separation; failure to timely pay wages during employment; failure to reimburse necessary business expenses; and failure to provide accurate itemized wage statements.

23. Plaintiffs now file the operative First Amended Consolidated Class Action Complaint in *Uranga, Lee, and Murphy v. Securitas Security Services USA, Inc.*, to assert class claims as set forth in more detail below for failure to pay all wages including overtime; failure to provide meal periods; failure to provide rest periods; failure to timely pay wages upon separation; failure to timely pay wages during employment; failure to provide accurate itemized wage statements; failure to indemnify necessary business expenses; failure to provide a day of rest in seven; violation of Business and Professions Code section 17200 et seq.; and representative penalties under PAGA.

III. CLASS ACTION ALLEGATIONS

24. Plaintiffs bring this action individually and on behalf of all others similarly situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are defined as follows:

All persons who have been employed by Defendant as Non-Exempt Employees or equivalent positions, however titled, in the state of California within four (4) years from the filing of the Plaintiffs' original complaints in this action until its resolution. (collectively referred to as the "Class" or "Plaintiffs' Class" or "Class Members").

25. Plaintiffs reserve the right under California Rule of Court 3.765(b) and other

1 applicable laws to amend or modify the class definition with respect to issues or in any other
2 ways. Plaintiffs are a member of the Class as well as each of the Sub-Classes.

3 26. The term “Class” includes Plaintiffs and all members of the Class and each of the
4 Sub-Classes, if applicable. Plaintiffs seek class-wide recovery based on the allegations set forth in
5 this complaint.

6 27. There is a well-defined community of interest in the litigation and the proposed
7 Class is easily ascertainable through the records Defendant are required to keep.

8 28. Numerosity. The members of the Class are so numerous that individual joinder of
9 all of them as Plaintiffs are impracticable. While the exact number of the Class members is
10 unknown to Plaintiffs at this time, Plaintiffs are informed and believes and thereon alleges that
11 there are at least 100 (one hundred) Class members.

12 29. Commonality. Common questions of law and fact exist as to all Class members
13 and predominate over any questions that affect only individual members of the Class. These
14 common questions include, but are not limited to:

- 15 i. Whether Defendant failed to pay minimum wage compensation to Plaintiffs and
16 Class Members for all hours worked;
- 17 ii. Whether Defendant failed to accurately pay overtime to Plaintiffs and Class
18 Members;
- 19 iii. Whether Defendant failed to provide rest periods in accordance with California
20 Law and is any rest premiums were paid;
- 21 iv. Whether Defendant failed to reimburse necessary business expenses pursuant to
22 Labor Code § 2802;
- 23 v. Whether Defendant violated Labor Code §§ 226.7, 512 and applicable IWC Wage
24 Orders, by failing to provide a meal period to Plaintiffs and Class Members on days
25 they worked work periods in excess of five and ten hours and failing to compensate
26 said employees one hour wages in lieu of meal periods;
- 27 vi. Whether Defendant failed to maintain accurate time record including recording
28 Plaintiffs and Class Members’ meal periods pursuant to Labor Code § 1174.5 and

- 1 the applicable IWC Wage Orders;
- 2 vii. Whether Defendant provided accurate itemized wage statements pursuant to Labor
- 3 Code section 226;
- 4 viii. Whether Defendant failed to provide a days rest in seven to Plaintiffs and Class
- 5 Members;
- 6 ix. Whether Plaintiffs and Class Members were not paid timely upon separation from
- 7 their employ with Defendant, pursuant to Labor Code section 203;
- 8 x. Whether Plaintiffs and Class Members were not paid timely during their
- 9 employment with Defendant, pursuant to Labor Code section 204;
- 10 xi. Whether Plaintiffs and the Class Members are entitled to retroactive pay for unpaid
- 11 wages;
- 12 xii. Whether Defendant violated Business and Professions Code and Labor Code §§
- 13 201, 202, 203, 204, 210, 212, 218, 218.5, 225.5, 226, 226.3, 226.7, 2698 et seq.,
- 14 2800, 2802, 2804, 510, 512, 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1175,
- 15 1194, 1194.2, 1197, 1197.1, 1198, and 2699, together with all alleged claims under
- 16 applicable IWC Wage Orders, California Code of Regulations, title 8, section
- 17 11000 et seq., and Business and Professions Code section 17200 et seq, and
- 18 applicable IWC Wage Orders which violation constitutes a violation of
- 19 fundamental public policy;
- 20 xiii. Whether Plaintiffs and the Members of the Plaintiffs Class are entitled to equitable
- 21 relief pursuant to Business and Professions Code §§ 17200, *et. seq.*;
- 22 xiv. Whether Plaintiffs and the Members of the Plaintiffs Class are entitled to relief in
- 23 the form of back wages, penalties and interest for failure to pay minimum wages
- 24 pursuant to Labor Code §§ 558, 1194 and 1197.
- 25 30. Typicality. Plaintiffs' claims herein alleged are typical of those claims which could
- 26 be alleged by any member of the Class and/or Subclass, and the relief sought is typical of the relief
- 27 which would be sought by each member of the Class and/or Subclass in separate actions. Plaintiffs
- 28 and all members of the Class and or Subclass sustained injuries and damages arising out of and

1 caused by Defendant's common course of conduct in violation of California laws, regulations, and
2 statutes as alleged herein.

3 31. Adequacy. Plaintiffs are qualified to, and will fairly and adequately protect the
4 interests of each member of the Class with whom he has a well-defined community of interest and
5 typicality of claims, as demonstrated herein. Plaintiffs acknowledge an obligation to make known
6 to the Court any relationships, conflicts, or differences with any member of the Class. Plaintiffs'
7 attorneys and the proposed Counsel for the Class are versed in the rules governing class action
8 discovery, certification, litigation, and settlement and experienced in handling such matters. Other
9 former and current employees of Defendant may also serve as representatives of the Class if
10 needed.

11 32. Superiority. A class action is superior to other available means for the fair and
12 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
13 court. Class action treatment will allow a large number of similarly situated persons to prosecute
14 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
15 duplication of effort and expense that numerous individual actions would require. The damages
16 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
17 and the expense and burden of individual litigation would make it extremely difficult or
18 impossible for the individual Class Members to seek and obtain individual relief. A class action
19 will serve an important public interest by permitting such individuals to effectively pursue
20 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
21 or contradictory judgments raised by individual litigation.

22 33. Public Policy Considerations: Employers in the state of California violate
23 employment and labor laws every day. Current employees are often afraid to assert their rights out
24 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
25 they believe their former employers may damage their future endeavors through negative
26 references and/or other means. The nature of this action allows for the protection of current and
27 former employees' rights without fear or retaliation or damage.

28 //

1 **IV. FACTUAL ALLEGATIONS**

2 34. At all times set forth herein, Defendant employed Plaintiffs and other persons in the
3 capacity of non-exempt positions, however titled, throughout the state of California.

4 35. Plaintiffs are informed and believes Class Members have at all times pertinent
5 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
6 rules and regulations of the IWC California Wage Orders.

7 36. Defendant continues to employ Non-Exempt Employees, however titled, in
8 California and implement a uniform set of policies and practices to all non-exempt employees, as
9 they were all engaged in the generic job duties related to Defendant's security business.

10 37. Plaintiffs are informed and believes, and thereon alleges, that Defendant is and was
11 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
12 the requirements of California's wage and employment laws.

13 38. On information and belief, during the relevant time frame, Plaintiffs and Class
14 Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work
15 week.

16 39. During the relevant time frame, Defendant compensated Plaintiffs and Class
17 Members based upon an hourly rate.

18 40. On information and belief, during the relevant time frame, Plaintiffs and Class
19 Members typically worked four-five (4-5) days a week.

20 41. Plaintiffs are informed and believes that the Class Members were required to keep
21 similar schedules.

22 42. During the liability period, Defendant failed to compensate Plaintiffs and Class
23 Members for all hours worked, resulting in underpayment of minimum and overtime wages. For
24 instance, Plaintiffs would have to still perform work after clocking out for the day.

25 43. Additionally, when non-exempt employees would work at two or more hourly rates
26 during the same workweek, Defendant failed to calculate overtime using the correct weighted
27 average regular rate of pay for Plaintiffs, Class Members, and Aggrieved Employees who worked
28 at multiple hourly rates in the same workweek.

1 44. Plaintiffs and Class Members frequently had interrupted meal and rest periods
2 when they were on a meal or rest period and asked to perform work duties.

3 45. Plaintiffs and Class Members were required to carry walkie talkies and be available
4 at all times during meal and rest periods.

5 46. During the relevant time, as a consequence of Defendant's staffing and scheduling
6 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
7 provide Plaintiffs and Class Members timely, legally complaint uninterrupted 30-minute meal
8 periods on shifts over five hours as required by law.

9 47. On information and belief, Plaintiffs and Class Members did not sign a meal
10 waiver.

11 48. Plaintiffs and Class Members were not provided with valid lawful on-duty meal
12 periods.

13 49. Defendants failed to maintain records of on-duty meal periods resulting in Plaintiffs
14 and Class Members being unable to take said meal breaks and not being provided meal premiums
15 for such violations.

16 50. Despite the above-mentioned meal period violations, Defendant failed to
17 compensate Plaintiffs, and on information and belief, failed to compensate Class Members, one
18 additional hour of pay at their regular rate as required by California law when meal periods were
19 not timely or lawfully provided in a compliant manner.

20 51. Plaintiffs are informed and believe, and thereon alleges, that Defendant know,
21 should know, knew, and/or should have known that Plaintiffs and Class Members were entitled to
22 receive premium wages based on their regular rate of pay under California Labor Code § 226.7 but
23 were not receiving such compensation.

24 52. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt
25 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
26 period for every four hours worked or major fraction thereof, which is a violation of the California
27 Labor Code and IWC wage order.

28 53. Defendant maintained and enforced scheduling practices, policies, and imposed

1 work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid
2 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
3 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure to
4 provide relief for Plaintiffs and Class Members to take their lawfully required breaks.

5 54. Despite the above-mentioned rest period violations, Defendant did not compensate
6 Plaintiffs, and on information and belief, did not pay Class Members one additional hour of pay at
7 their regular rate as required by California law, including California Labor Code § 226.7 and the
8 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
9 permitted.

10 55. Plaintiffs and Class Members were subjected to unlawful time clock rounding
11 practices by quarter rounding practices.

12 56. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
13 knew or should have known that Plaintiffs and the other class members were entitled to receive all
14 wages owed to them during their employment. Plaintiffs and the other class members did not
15 receive payment of all wages, including overtime and minimum wages and meal and rest period
16 premiums, within any time permissible under California Labor Code section 204.

17 57. During the relevant time period, Defendant failed to pay Plaintiffs and the other
18 class members all wages within any time permissible under California law, including, *inter alia*,
19 California Labor Code section 204.

20 58. Plaintiffs are informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendant knew that at the time of termination of employment (or within 72 hours
22 thereof for resignations without prior notice as the case may be) they had a duty to accurately
23 compensate Plaintiffs and Class Members for all wages owed including minimum wages, meal
24 and rest period premiums, and any associated profit shares earned by Plaintiffs and Class
25 Members which Defendant had the financial ability to pay such compensation, but willfully,
26 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
27 violations.

28 59. Defendant failed to reimburse Plaintiffs and Class Members for business expenses

incurred pursuant to California Labor Code § 2802. Plaintiffs and Class Members were not reimbursed for uniform purchases, uniform maintenance costs, personal cell phone use, internet, or mileage for work related purposes.

60. Upon information and belief, Defendant knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to pay timely wages upon separation from Defendant's employ;

(e) failing to provide accurate wage statements;

(f) failing to provide a day's rest in seven;

(g) failing to reimburse necessary business expenses;

(h) conducting and engaging in unfair business practices.

61. In addition to the violations above, and on information and belief, Defendant knew they had a duty to compensate Plaintiffs and Class Members for the allegations asserted herein, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

62. Plaintiffs and Class Members they seek to represent are covered by, and Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

FIRST CAUSE OF ACTION

1 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

2 **(Against All Defendants)**

3 63. Plaintiffs incorporate and re-allege each and every allegation contained above as
4 though fully set forth herein.

5 64. At all times relevant, Securitas Security Services USA, Inc. employed Plaintiffs,
6 Class Members, and Aggrieved Employees as non-exempt employees who were entitled to
7 overtime compensation under California Labor Code sections 510, 1194, 1197, 1198, the
8 applicable IWC Wage Orders, and other applicable law. requiring employers to pay its employees
9 for each hour worked at least minimum wage. "Hours worked" means the time during which an
10 employee is subject to the control of an employer, and includes all the time the employee is
11 suffered or permitted to work, whether or not required to do so, and in the case of an employee
12 who is required to reside on the employment premises, that time spent carrying out assigned duties
13 shall be counted as hours worked.

14 65. At all relevant times, Labor Code §1197 provides that the minimum wage for
15 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
16 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
17 and Labor Code, Plaintiffs and Class Members are to be paid minimum wage for each hour
18 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to
19 Plaintiffs and Class Members' employment by Defendant provided that employees working for
20 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
21 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
22 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
23 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
24 regular rate of pay.

25 66. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
26 acting individually as an officer, agent, or employee of another person, who pays or causes to be
27 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
28 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated

1 damages payable to the employee, and any applicable penalties pursuant to Section 203.

2 67. Labor Code §510 codifies the right to overtime compensation at the rate of one and
3 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
4 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
5 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
6 seventh day of work in a particular work week.

7 68. At all times relevant, Plaintiffs and Class Members regularly performed non-
8 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
9 11000, et. seq. and the Labor Code.

10 69. At all times relevant, Plaintiffs and Class Members consistently worked in excess
11 of eight (8) hours in a day and/or forty (40) hours in a week and Defendant failed to accurately
12 calculate overtime pay to Plaintiffs and Class Members.

13 70. During the relevant liability period, Plaintiffs and class members were paid at more
14 than one hourly rate in the same workweek, including, but not limited to, different hourly rates
15 based on assignment, post, shift, location, position, site, premium, differential, or other
16 compensation plan used by Defendant.

17 71. When non-exempt employees work at two or more hourly rates during the same
18 workweek, the regular rate of pay for overtime purposes must be properly calculated to reflect the
19 weighted average of all applicable hourly rates and remuneration earned during that workweek,
20 unless a lawful alternative method applies. Defendant failed to calculate overtime using the correct
21 weighted average regular rate of pay for the employees who worked at multiple hourly rates in the
22 same workweek.

23 72. Defendant unlawfully calculated and paid overtime using an improper rate,
24 including, on information and belief, by using only one of the hourly rates in effect, the lower
25 hourly rate, the base hourly rate, the rate in effect at the time overtime was worked, or another rate
26 that did not include all applicable hourly rates and remuneration required to be included in the
27 regular rate of pay.

28 73. As a result of Defendant's policies and practices, Plaintiffs and class members

1 were not paid all overtime wages owed for hours worked in excess of eight hours in a workday,
2 forty hours in a workweek, and/or the first eight hours worked on the seventh consecutive day of
3 work in a workweek, nor were they paid all double-time wages owed where applicable.

4 74. Defendant knew or should have known that Plaintiffs and class members were
5 entitled to overtime compensation calculated at the lawful regular rate of pay, including the proper
6 weighted average rate where more than one hourly rate was paid in a workweek. Defendant
7 nevertheless failed to pay all overtime wages owed.

8 75. Defendant's failure to calculate and pay overtime at the proper weighted average
9 regular rate caused Plaintiffs and class members to suffer unpaid wages, loss of money and
10 property, derivative wage-statement violations, derivative waiting-time penalties, and other
11 damages, penalties, restitution, interest, attorneys' fees, and costs recoverable under California
12 law.

13 76. Pursuant to California Labor Code sections 510, 1194, 1197, 1198, 2698 et seq., the
14 applicable IWC Wage Orders, Business and Professions Code section 17200 et seq., and other
15 applicable law, Plaintiffs and class members seek recovery of all unpaid overtime wages, regular-
16 rate underpayments, statutory and civil penalties, restitution, interest, attorneys' fees, costs, and
17 such other relief as the Court deems just and proper.

18 77. Additionally, at all times relevant, Plaintiffs and Class Members consistently
19 worked off-the-clock, for training and orientation, and for unlawfully deducted 30-minute meal
20 periods that were not provided, resulting in an inaccurate payment of minimum and overtime
21 wages to Plaintiffs and Class Members.

22 78. Defendant further failed to incorporate bonuses, shift differentials, and other
23 remunerations into the employees' regular rates of pay for purposes of calculating overtime.

24 79. At all times relevant, Defendant has failed to accurately pay minimum and
25 overtime owed to Plaintiffs and Class Members.

26 80. At all times relevant, Defendant implemented a rounding system, which over time
27 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

28 81. Accordingly, Defendant owe Plaintiffs and Class Members minimum and overtime

1 wages, and have failed to pay Plaintiffs and Class Members their wages owed.

2 82. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiffs and Class Members are
3 entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and
4 attorneys' fees.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
7 **(Against All Defendants)**

8 83. Plaintiffs incorporate and re-allege each and every allegation contained above as
9 though fully set forth herein.

10 84. Pursuant to Labor Code §512, no employer shall employ an employee for a work
11 period of more than five (5) hours without providing a meal break of not less than thirty (30)
12 minutes in which the employee is relieved of all of his or her duties. An employer may not employ
13 an employee for a work period of more than ten (10) hours per day without providing the
14 employee with a second meal period of not less than thirty (30) minutes, except that if the total
15 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
16 consent of the employer and the employee only if the first meal period was not waived.

17 85. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members'
18 employment by Defendant, in order for an "on duty" meal period to be permissible, the nature of
19 the work of the employee must prevent an employee from being relieved of all duties relating to
20 his or her work for the employer and the employees must consent in writing to the "on duty" meal
21 period. On information and belief, Plaintiffs and Class Members did not consent in writing to an
22 "on duty" meal period. Further, the nature of the work of Plaintiffs and Class Members was not
23 such that they were prevented from being relieved of all duties. Despite the requirements of the
24 IWC wage orders applicable to Plaintiffs' and Class Members' employment by Defendant and
25 Labor Code §512 and §226.7, Defendant did not provide Plaintiffs and Class Members with all
26 their statutorily authorized meal periods.

27 86. For the four (4) years preceding the filing of this lawsuit, Defendant failed to
28 provide Plaintiffs and Class Members, timely and uninterrupted meal periods of not less than

1 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiffs and Class Members'
2 employment by Defendant. As a proximate result of the aforementioned violations, Plaintiffs and
3 the other Class Members have been damaged in an amount according to proof at time of trial.

4 87. By their failure to provide a compliant meal period for each shift worked over five
5 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
6 (10) hours per day by Plaintiffs and the Class Members, and by failing to provide compensation in
7 lieu of such non-provided meal periods, as alleged above, Defendant violated the provisions of
8 Labor Code §§226.7 and 512 and applicable IWC Wage Orders.

9 88. Plaintiffs and the Class Members he seeks to represent did not voluntarily or
10 willfully waive meal periods and were regularly required to work shifts without being provided all
11 of their legally required meal periods. Defendant created a working environment in which
12 Plaintiffs and Class Members were not provided all of their meal periods due to shift scheduling
13 and/or work related demands placed upon them by Defendant as discussed above. On information
14 and belief, Defendant's implemented a policy and practice which resulted in systematic and class-
15 wide violations of the Labor Code. On information and belief, Defendant's violations have been
16 widespread throughout the liability period and will be evidenced by Defendant's time records for
17 the Class Members.

18 89. As a result of the unlawful acts of Defendant described herein, Plaintiffs and the
19 Class Members they seek to represent have been deprived of premium wages in amounts to be
20 determined at trial. Pursuant to Labor Code §226.7, Plaintiffs and Class Members are entitled to
21 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
22 with interest and penalties thereon, attorneys' fees, and costs.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

25 **(Against All Defendants)**

26 90. Plaintiffs incorporate and re-allege each and every allegation contained above as
27 though fully set forth herein.

28 91. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members'

1 employment by Defendant, “Every employer shall authorize and permit all employees to take rest
2 periods, which insofar as practicable shall be in the middle of each work period.... [The]
3 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
4 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
5 time shall be counted as hours worked, for which there shall be no deduction from wages.”
6 California Labor Code § 226.7(a) prohibits an employer from requiring any employee to work
7 during any rest period mandated by an applicable order of the IWC.

8 92. Defendant were required to authorize and permit employees such as Plaintiffs and
9 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
10 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
11 Despite said requirements of the IWC wage orders applicable to Plaintiffs’ and Class Members’
12 employment by Defendant, Defendant failed and refused to authorize and permit Plaintiffs and
13 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
14 fraction thereof.

15 93. On information and belief Defendant created a working environment in which
16 Plaintiffs and Class Members were not provided all of their rest periods due to shift scheduling
17 and/or work related demands placed upon them by Defendant to meet the needs of Defendant’s
18 business as discussed above. On information and belief, Defendant implemented a policy and
19 practice which resulted in systematic and class-wide violations of the Labor Code. On
20 information and belief, Defendant’s violations have been widespread throughout the liability
21 period.

22 94. Labor Code 226.7 provides: (a) No employer shall require any employee to work
23 during any meal or rest period mandated by an applicable order of the Industrial Welfare
24 Commission. (b) If an employer fails to provide an employee a meal period or rest period in
25 accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay
26 the employee one additional hour of pay at the employee s regular rate of compensation for each
27 work day that the meal or rest period is not provided.

28 95. As a proximate result of the aforementioned violations, Plaintiffs and Class

1 Members have been damaged in an amount according to proof at time of trial. Pursuant to
2 California Labor Code § 226.7, Plaintiffs and Class Members are entitled to recover one (1) hour
3 of premium pay for each day in which Defendant failed to provide a rest period to Plaintiffs and
4 the Class, plus interest and penalties thereon, attorneys' fees, and costs.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO TIMELY PAY WAGES UPON SEPARATION FROM EMPLOYMENT**

7 **(Against All Defendants)**

8 96. Plaintiffs incorporate and re-allege each and every allegation contained above as
9 though fully set forth herein.

10 97. Labor Code §§201-202 requires an employer who discharges an employee to pay
11 compensation due and owing to said employee immediately upon discharge and that if an
12 employee voluntarily leaves his or her employment, his or her wages shall become due and
13 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
14 two (72) hours previous notice of his or her intention to quit, in which case the employee is
15 entitled to his or her wages on their last day of work.

16 98. Labor Code §203 provides that if an employer willfully fails to pay compensation
17 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting
18 time penalties in the form of continued compensation for up to thirty (30) work days.

19 99. During the relevant time period, Defendant willfully failed and refused, and
20 continue to willfully fail and refuse, to pay Plaintiffs and Class Members their wages, earned and
21 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
22 leaving Defendant's employ. These wages include regular and overtime.

23 100. During the relevant time period, Defendant willfully failed and refused, and
24 continues to willfully fail and refuse to timely pay during employment of their Non-Exempt
25 employees.

26 101. As a result, Defendant are liable to Plaintiffs and members of the Non-Exempt
27 Production Employee class for waiting time penalties pursuant to Labor Code §203, in an amount
28 according to proof at the time of trial.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

3 **(Against All Defendants)**

4 102. Plaintiffs incorporate and re-allege each and every allegation contained above as
5 though fully set forth herein.

6 103. California Labor Code section 204 requires employers to timely pay all earned
7 wages on designated regular paydays.

8 104. During Plaintiffs' employment, Defendants failed to timely pay all wages earned
9 by Plaintiffs during applicable pay periods.

10 105. Defendants maintained policies and practices that resulted in wages being paid after
11 the deadlines required by Labor Code section 204, including but not limited to wages for regular
12 hours worked, overtime hours worked, and/or other compensation owed to Plaintiffs.

13 106. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered
14 damages in an amount according to proof.

15 107. Plaintiffs are entitled to recover all available statutory penalties, including penalties
16 under Labor Code section 210, together with interest, attorneys' fees where authorized by law,
17 costs of suit, and such other relief as the Court deems proper.

18 108. As a result, Defendant are liable to Plaintiffs and members of the Non-Exempt
19 Production Employee class for waiting time penalties pursuant to Labor Code §204, in an amount
20 according to proof at the time of trial.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

23 **(Against All Defendants)**

24 109. Plaintiffs incorporate and re-alleges each and every allegation contained above as
25 though fully set forth herein.

26 110. Section 226(a) states that An employer, semi-monthly or at the time of each
27 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
28 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check

1 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
2 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
3 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
4 deductions, provided that all deductions made on written orders of the employee may be
5 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
6 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
7 social security number or an employee identification number other than a social security number,
8 (8) the name and address of the legal entity that is the employer.

9 111. Section 226(a) of the California Labor Code requires Defendant to itemize in wage
10 statements all deductions from payment of wages and to accurately report total hours worked by
11 Plaintiffs and the Class including applicable hourly rates among other things. Defendant has
12 knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage
13 statements that have been provided to Plaintiffs and the Class.

14 112. IWC Wage Orders require Defendant to maintain time records showing, among
15 others, when the employee begins and ends each work period, meal periods, split shift intervals
16 and total daily hours worked in an itemized wage statement, and must show all deductions and
17 reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs
18 and the Class. On information and belief, Defendant has failed to record all or some of the items
19 delineated in Industrial Wage Orders and Labor Code §226.

20 113. Defendant failed to identify the amounts and hours for items listed on its paystubs,
21 including but not limited to stipend amount.

22 114. Defendant has failed to accurately record all time worked.

23 115. Defendant has also failed to accurately record the meal and rest period premiums
24 owed and all wages owed per pay period.

25 116. Plaintiffs and the Class have been injured as they were unable to determine whether
26 they had been paid correctly for all hours worked per pay period among other things.

27 117. Defendant also failed to identify the rate of pay in their paystubs.

28 118. Pursuant to Labor Code section 226, Plaintiffs and the Class are entitled up to a

1 maximum of \$4,000 each for record keeping violations.

2 119. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
3 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
4 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
5 for each violation in a subsequent citation, for which the employer fails to provide the employee a
6 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

9 **(Against All Defendants)**

10 120. Plaintiffs incorporate and re-allege each and every allegation contained above as
11 though fully set forth herein.

12 121. Labor Code § 2802 requires Defendant to indemnify Plaintiffs and Class Members
13 for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As
14 a necessary part of employment, Plaintiffs and on information and belief Class Members, were not
15 adequately reimbursed by Defendant for expenses related to all expenses incurred as a result of
16 their personal cellphone usage and personal funds usage as described above, which was incurred
17 as a direct consequence of the discharge of duties by Plaintiffs and Class Members. Despite these
18 realities of the job, Defendant failed to provide reimbursements.

19 122. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
20 implied, made by any employee to waive the benefits of this article or any part thereof is null and
21 void, and this article shall not deprive any employee or his or her personal representative of any
22 right or remedy to which he is entitled under the laws of this State.

23 123. As a result of the unlawful acts of Defendant, Plaintiffs and the Class Members
24 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to
25 the recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
26 pursuant to Labor Code § 2802.

27 **EIGHTH CAUSE OF ACTION**

28 **FAILURE TO PROVIDE A DAY’S REST IN SEVEN AS REQUIRED BY LABOR CODE**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

124. Plaintiffs incorporate by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

126. California Labor Code §552 provides that: “No employer of labor shall cause his employees to work more than six days in seven.”

128. During the course of Plaintiffs' employment, Defendant regularly scheduled and required Plaintiffs to work more than six consecutive days without a day of rest, in violation of Labor Code §§551–552.

130. As a direct and proximate result of Defendant's conduct, Plaintiffs and Class Members suffered harm in the form of lost rest periods, fatigue, lost wages, and other damages, in an amount to be proven at trial.

FAILURE TO RECORD ON DUTY MEAL PERIODS IN VIOLATION OF LABOR CODE

(Against All Defendants)

132. At all relevant times, Securitas Security Services USA, Inc. employed Plaintiffs and Class Members as non-exempt employees subject to the meal-period, timekeeping, payroll-

1 record, and wage-statement requirements of the California Labor Code and applicable IWC Wage
2 Orders.

3 133. During the relevant liability period, Plaintiffs and Class Members were permitted,
4 and often elected to remain on duty during meal periods, at many job positions offered by
5 Defendant. During these shifts, Plaintiffs and Class Members were required to remain available,
6 monitor radios or communication devices, respond to calls or incidents, remain at assigned posts,
7 supervise persons or premises, or otherwise continue performing work-related duties during
8 periods that should have been uninterrupted, duty-free meal periods.

9
10 134. Defendant failed to implement and maintain lawful policies and practices requiring
11 Plaintiffs and Class Employees to accurately record all on-duty meal periods. Defendant also
12 failed to ensure that any on-duty meal periods were separately, accurately, and contemporaneously
13 recorded in Defendant's timekeeping and payroll systems.

14 135. On information and belief, Defendant's time records do not accurately identify
15 when Plaintiffs and Class Members took on-duty meal periods, when such meal periods began and
16 ended, whether employees were relieved of all duty, whether employees remained subject to
17 Defendant's control, and whether any lawful written on-duty meal-period agreement applied.

18
19 136. Defendant's failure to require and maintain accurate records of on-duty meal
20 periods violated the applicable IWC Wage Orders, including their recordkeeping requirements,
21 and California Labor Code sections 226, 226.7, 512, 1174, 1174.5, and other applicable
22 provisions. Defendant's failure to maintain these records also concealed and contributed to
23 Defendant's failure to pay all meal-period premiums owed.

24 137. Because Defendant failed to have Plaintiffs and Class Members record the time of
25 on-duty meal periods, Defendant failed to accurately calculate and pay meal-period premium
26 wages at the lawful regular rate of pay for each workday in which a compliant meal period was not
27 provided. Defendant further failed to provide accurate itemized wage statements reflecting all
28 hours worked, meal-period premiums owed, applicable rates of pay, and all wages earned.

138. Defendant knew or should have known that Plaintiffs and the Class Members were still entitled to at least a thirty minute on-duty meal periods before the fifth hour and where lawful meal periods were not provided, one additional hour of premium pay at the employee's regular rate of compensation. Defendant nevertheless failed to maintain accurate on-duty meal-period records and failed to pay all resulting premium wages owed.

139. As a direct and proximate result of Defendant's policies and practices, Plaintiffs, and Class Members suffered unpaid meal-period premiums, unpaid wages, inaccurate wage statements, loss of money and property, derivative waiting-time penalties, interest, attorneys' fees, costs, and other recoverable relief under California law.

140. Plaintiffs, Class Members, and Aggrieved Employees seek recovery of all unpaid meal-period premiums, statutory penalties, civil penalties, restitution, interest, attorneys' fees, costs, and such other relief as the Court deems just and proper under California Labor Code sections 226, 226.7, 512, 1174, 1174.5, 2698 et seq., the applicable IWC Wage Orders, Business and Professions Code section 17200 et seq., and all other applicable law.

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et. seq.

(Against All Defendants)

141. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

142. Defendant's conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendant's competitors, and the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure §1021.5.

143. Defendant's policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§17200, et seq.

144. A violation of California Business and Professions Code §§17200, et seq., may be

1 predicated on the violation of any state or federal law. Defendant's policy of failing to accurately
2 pay overtime, failing to pay minimum wages, failing to reimburse expenses, failing to provide a
3 day's rest in seven, failing to provide accurate itemized wage statements and failing to provide
4 Plaintiffs and the Class with meal periods and rest breaks or the one (1) hour of premium pay
5 when a meal or rest break period was not provided or provided outside of the required time
6 frames, violates Labor Code § 226, §512, § 226.7, § 1194, § 2802 and applicable IWC Wage
7 Orders and California Code of Regulations.

8 145. Plaintiffs and Class Members have been personally aggrieved by Defendant's
9 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
10 property.

11 146. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiffs
12 and Class Members are entitled to restitution of the wages withheld and retained by Defendant
13 during a period that commences four (4) years prior to the filing of this complaint; an award of
14 attorneys' fees, interest; and an award of costs.

15 **ELEVENTH CAUSE OF ACTION**

16 **REPRESENTATIVE CLAIMS**

17 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

18 **(Against All Defendants)**

19 147. Plaintiffs incorporate by reference and re-alleges each and every allegation
20 contained above, as though fully set forth herein.

21 148. On March 8, 2022 Plaintiff Murphy complied with notice requirements pursuant to
22 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
23 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
24 that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
25 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
26 representative capacity. The substance and violations set forth in this Complaint of which the
27 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
28 Action Complaint to the LWDA.

1 149. On October 3, 2022, Plaintiff Uranga complied with notice requirements pursuant
2 to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as
3 **Exhibit B**, indicating that the LWDA and Defendants were put on notice of the claims alleged
4 here and that the notice requirement has been satisfied. Sixty five days have passed and the
5 LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with
6 this action in a representative capacity. The substance and violations set forth in this Complaint of
7 which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA
8 Representative Action Complaint to the LWDA.

9 150. On May 20, 2025, Plaintiff Lee complied with notice requirements pursuant to
10 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
11 **C**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
12 that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
13 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
14 representative capacity. The substance and violations set forth in this Complaint of which the
15 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
16 Action Complaint to the LWDA.

17 151. Plaintiffs are aggrieved employees as defined in Labor Code Section 2699(a).
18 Plaintiffs bring this cause of action on behalf of all current and former California Non-Exempt
19 Employees of Defendant.

20 152. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil penalties for
21 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
22 including without limitation Labor Code section 201-204, 226, 226.3, 510, 551, 552, 558, 1174,
23 1174.5, 1175, 1194, 1197, 1197.1, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and
24 California Code of Regulations, Title 8, section 11000 *et. seq.*

25 153. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
26 minimum wages and overtime wages owed for Defendants' failure to account for off-the-clock
27 work including travel to and from sites, arrival before the start of a shift, and time worked after a
28 scheduled shift had ended. Therefore, Defendants violated section 510, and 1194 by not

1 compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day
2 or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime
3 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
4 excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime
5 compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a
6 day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

7 154. Defendant violated Labor Code sections 510, 1194, 1197, 1198, and the applicable
8 IWC Wage Orders by failing to accurately calculate and pay overtime wages owed to Plaintiffs
9 and other Aggrieved Employees who were paid at different hourly rates during the same
10 workweek. Specifically, Defendant failed to calculate the regular rate of pay for overtime purposes
11 using the proper weighted average of all hourly rates and other remuneration in effect during the
12 workweek, and instead paid overtime using an improper rate, including, on information and belief,
13 a base rate, lower rate, rate in effect when overtime was worked, or other rate that did not include
14 all compensation required to be included in the regular rate. As a result, Plaintiffs and other
15 Aggrieved Employees were underpaid overtime wages and Defendant is liable for civil penalties
16 under the Private Attorneys General Act, Labor Code sections 2698 et seq., together with
17 attorneys' fees, costs, interest, and all other relief authorized by law.

18 155. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
19 accurately pay at least minimum wages due as a result Defendants' failure to account for off-the-
20 clock work.

21 156. Defendants willfully violated Labor Code sections 551 and 552, by failing to
22 provide a day's rest in seven. No premium pay was paid for these violations.

23 157. On information and belief, Defendant failed to reimburse Plaintiffs and aggrieved
24 Employees for business expenses incurred as described above. Labor Code § 2802 requires
25 Defendant to indemnify Plaintiffs and aggrieved Employees for necessary expenditures incurred in
26 direct consequences of the discharge of his or her duties. Despite these realities of the job,
27 Defendants failed to provide reimbursements.

28 158. Defendant also willfully violated Labor Code sections 201-203 by failing to

1 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
2 Defendant to pay their employees all wages due either at time of firing, or within seventy-two (72)
3 hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
4 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
5 the subject employee's wages until the back wages are paid in full or an action is commenced.
6 The penalty cannot exceed 30 days of wages.

7 159. Plaintiffs and all other aggrieved employees who were separated from employment
8 are entitled to compensation for all forms of wages earned, including but not limited to
9 compensation minimum and overtime wages, but to date have not received such compensation,
10 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

11 160. On information and belief, Defendants willfully failed to pay all wages due and
12 owing upon separation from employment. These wages include minimum and overtime wages.

13 161. On information and belief, Defendants failed to provide accurate itemized wage
14 statements which failed to include all hours worked, including overtime, due and owing to
15 Plaintiffs and the aggrieved employees, and the address of the legal entity that is the employer
16 pursuant to Labor Code section 226(a).

17 162. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
18 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
19 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
20 for each violation in a subsequent citation, for which the employer fails to provide the employee a
21 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

22 163. Additionally, Defendants have no accurate records relating to aggrieved
23 employees' work periods, total daily hours worked, total hours worked per payroll period and
24 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
25 maintain accurate records relating to hours worked daily in violation of Labor Code sections
26 1174(d), 1174.5.

27 164. During the relevant PAGA period, Defendant required, permitted, or suffered
28 Plaintiffs and other Aggrieved Employees to remain on duty during meal periods, including by

1 requiring them to remain available, monitor radios, telephones, walkie-talkies, or other
2 communication devices, respond to calls or incidents, remain at assigned posts, supervise persons
3 or premises, or otherwise continue performing work-related duties during periods that should have
4 been uninterrupted, duty-free meal periods.

5 165. Additionally, Defendant further failed to separately, accurately, and
6 contemporaneously record when on-duty meal periods occurred, when such periods began and
7 ended, whether Aggrieved Employees were relieved of all duty, and whether any lawful written
8 on-duty meal-period agreement applied. Defendant's failure to require and maintain accurate
9 records of on-duty meal periods violated the applicable IWC Wage Orders and California Labor
10 Code sections 226, 226.7, 512, 1174, 1174.5, and 2698 et seq. Defendant's failure to maintain
11 accurate records also concealed and contributed to Defendant's failure to pay meal-period
12 premiums owed to Plaintiffs and other Aggrieved Employees. Because Defendant failed to have
13 Plaintiffs and other Aggrieved Employees record on-duty meal periods, Defendant failed to
14 accurately determine when compliant meal periods were not provided and failed to pay one
15 additional hour of premium pay at the lawful regular rate of compensation for each workday in
16 which a compliant meal period was not provided.

17 166. Plaintiffs and the other Aggrieved Employees are entitled to recover civil penalties
18 under the Private Attorneys General Act, Labor Code sections 2698 et seq., including penalties for
19 Defendant's violations of Labor Code sections 226, 226.7, 512, 1174, 1174.5, and all applicable
20 IWC Wage Orders.

21 167. As a result of Defendants' unlawful conduct, Plaintiffs and Aggrieved employees
22 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
23 worked.

24 168. Defendant failed to timely pay Plaintiffs and other aggrieved employees all wages
25 earned during applicable pay periods as required by California Labor Code section 204.
26 Defendant's policies and practices resulted in wages being paid after the statutorily required
27 payday. As a result of these violations, Plaintiffs seek recovery of all applicable civil penalties
28 under the Labor Code, including pursuant to the Private Attorneys General Act, Labor Code

1 sections 2698 et seq., together with attorneys' fees, costs, and any other relief authorized by law.

2 169. Plaintiffs and the Representative Aggrieved Employees are entitled to recover
3 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for judgment against Defendant, as follows:

7 **Class Certification**

- 8 1. That this action be certified as a class action;
9 2. That Plaintiffs be appointed as the representative of the Class;
10 and
11 3. That counsel for Plaintiffs are appointed as counsel for the Class.

12 **On the First Cause of Action**

- 13 1. For compensatory damages equal to the unpaid balance of minimum wage
14 compensation and overtime owed to Plaintiffs and Class members as well as interest and costs;
15 2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
16 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and
17 interest thereon pursuant to Labor Code §§ 1194.2, 558;
18 4. For such other and further relief as the Court deems proper.

19 **On the Second Cause of Action**

- 20 1. For one (1) hour of premium pay for each day in which a required meal period was
21 not provided or not provided in a timely manner; and
22 2. For such other and further relief as the Court deems proper.

23 **On the Third Cause of Action**

- 24 1. For one (1) hour of premium pay for each day in which a required rest period was
25 not provided or not provided in a timely manner; and
26 2. For such other and further relief as the Court deems proper.

27 **On the Fourth Cause of Action**

- 28 1. For statutory penalties pursuant to Labor Code §203;

2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

1. For statutory penalties pursuant to Labor Code §204;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

1. For statutory penalties pursuant to Labor Code §226;
 2. For interest for wages untimely paid;
 3. For penalties pursuant to Labor Code §266.3; and
- For such other and further relief as the Court deems proper

On the Seventh Cause of Action

1. For statutory penalties pursuant to Labor Code §2802;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

1. For statutory penalties pursuant to Labor Code §§551-552;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

1. For statutory penalties pursuant to Labor Code §§226, 226.7, 512, 1174, 1174.5
2. For one (1) hour of premium pay for each day in which a required meal period was not provided or not provided in a timely manner;and
3. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

1. That Defendant, jointly and/or severally, pay restitution of sums to Plaintiffs and Class Members for their past failure to accurately pay overtime, failing to pay minimum wages,

1 failing to reimburse expenses, failing to provide accurate itemized wage statements and failing to
2 provide Plaintiffs and the Class with meal periods and rest breaks or the one (1) hour of premium
3 pay when a meal or rest break period was not provided or provided outside of the required time
4 frames as described herein to Plaintiffs and Class Members over the last four (4) years in an
5 amount according to proof;

6 2. For pre-judgment interest on any unpaid wages due from the day that such amounts
7 were due;

8 3. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to
9 recover;

10 4. For costs of suit incurred herein; and

11 5. For such other and further relief as the Court deems proper.

12 On the Eleventh Cause of Action

13 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

14 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

15 2. For reasonable attorneys' fees and costs; and

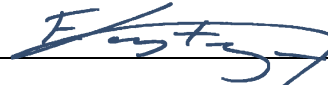
16 3. For such other and further relief as the Court deems proper.

17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiffs and members of the Class request a jury trial in this matter.
20
21

22 Dated: June 18, 2026

RASTEGAR LAW GROUP, APC

23 By: 
24

FARZAD RASTEGAR

25 Attorneys for Plaintiffs Jonathan Uranga, and
26 all other current and former aggrieved
27 employees of Defendants
28