

Tuvia Korobkin, Esq. # 268066
 tuvvia@abramsonlabor.com
 W. Zev Abramson, Esq. # 289387
 wza@abramsonlabor.com
 Rijenea Appling, Esq. # 346329
 rijenea@abramsonlabor.com
ABRAMSON LABOR GROUP
 11846 Ventura Boulevard, Suite 100
 Studio City, California 91604
 Tel: (213) 493-6300
 Fax: (213) 723-2522

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles

01/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRIAN SANDERS, on behalf of himself and all
 others similarly situated,

Plaintiff,

vs.

HILLQUEST SECURITY & PATROL
 SERVICES, INC., a California corporation;
 JOHN BOUZY, an individual; and DOES 2
 through 100, Inclusive,

Defendants.

Case No. 22STCV35922

**FIRST AMENDED CLASS AND
 REPRESENTATIVE CLASS ACTION
 COMPLAINT FOR:**

- (1) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 204, 558, 1182.12,
 1194, 1194.2, 1197, 1198);**
- (2) **FAILURE TO PAY OVERTIME
 WAGES (LABOR CODE §§ 204, 510,
 558, 1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, 1198);**
- (4) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516, 1198)**
- (5) **WAGE STATEMENT VIOLATIONS
 (LABOR CODE § 226, *et seq.*);**
- (6) **FAILURE TO REIMBURSE
 BUSINESS EXPENSES (LABOR
 CODE §§ 2802, 2804);**
- (7) **UNFAIR COMPETITION (BUS. &
 PROF. CODE § 17200, *et seq.*);**
- (8) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE § 2698, *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Brian Sanders (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this Class and Representative Action Complaint against HillQuest Security & Patrol
3 Services, Inc., a California corporation; John Bouzy, an individual; and Does 2 through 100,
4 inclusive (collectively, “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 class and representative action for recovery of unpaid wages and penalties under California
8 Business & Professions Code section 17200, *et. seq.*; Labor Code sections 204, 226, 226.7, 510,
9 512, 516, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et seq.*; and
10 Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking
11 declaratory relief and restitution. This class action is brought pursuant to California Code of Civil
12 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California
13 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
23 the filing of this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 204,
27 226, 226.7, 510, 512, 516, 558, 558.2, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698
28 *et seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage

Order 4, which sets employment standards for employees in professional, technical, clerical, mechanical, and similar occupations.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendant HillQuest Security & Patrol Services, Inc. did (and does) business as a security company, and that it employed Plaintiff and other similarly situated non-exempt employees within Los Angeles County and the state of California.

5. Plaintiff is informed and believes, and based thereon alleges, that during the four years immediately preceding the filing of this action and continuing until the present, Defendant John Bouzy is and was a resident of the state of California. On information and belief, Mr. Bouzy supervised Plaintiff and/or other similarly-situated employees, promulgated the unlawful practices and policies described herein, and is liable for certain claims alleged herein pursuant to Labor Code § 558.1 because he was and is an “other person” acting on behalf of HillQuest Security & Patrol Services, Inc. who violated, or caused to be violated, certain Labor Code sections stated herein. *Sevious-Iloff v. LaPaille*, 80 Cal.App.5th 427 (2020). Plaintiff has therefore named Mr. Bouzy, who was previously sued as fictitiously-named defendant DOE 1, as a named defendant in this action.

6. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

7. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

///

1 8. At all times herein mentioned, each of said Defendants participated in the acts
2 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
3 each of them, were the agents, servants, and employees of each of the other Defendants, as well
4 as the agents of all Defendants, and at all times herein mentioned were acting within the course
5 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
6 and/or otherwise ratified each of the acts or omissions alleged herein.

7 9. At all times mentioned herein, Defendants, and each of them, were members of
8 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
9 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
10 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
11 Members (as defined in Paragraph 19).

12 **GENERAL FACTUAL ALLEGATIONS**

13 10. Plaintiff has worked for Defendants as a non-exempt security guard from
14 approximately May 2022 to the present.

15 11. During Plaintiff's employment with Defendants, Defendants have failed to pay
16 Plaintiff and other non-exempt employees for all hours worked, as a result of Defendants'
17 timekeeping and payroll practices. For example, in the week ending May 14, 2022, Plaintiff's
18 time records reflect a total of 11 hours and 39 minutes, or 11.65 hours, on the clock. But
19 Defendants paid Plaintiff for 11.39 hours, which equates to 11 hours and 23 minutes – thereby
20 under-paying Plaintiff by more than 15 minutes. As another example, in the week ending May
21 21, 2022, Plaintiff's time records reflect a total of 28 hours and 53 minutes, or 28.88 hours, on
22 the clock. But Defendants paid Plaintiff for 28.53 hours, which equates to 28 hours and 32 minutes
23 – thereby under-paying Plaintiff by about 21 minutes. On information and belief, Defendants have
24 paid other non-exempt employees in the same manner during the putative class period.
25 Defendants have thus failed to pay Plaintiff and other non-exempt employees for all of their hours
26 worked, resulting in an underpayment of wages, including minimum wages and overtime wages.

27 12. Defendants have also failed to reimburse Plaintiff and other employees for
28 expenses they incurred in the course of their employment. Specifically, Defendants required

1 Plaintiff and other security guards to use their personal cellphones to communicate with
2 management. Indeed, Defendants’ written policy mandates that “All communications with
3 management must be recorded via text messages.” Plaintiff and other security guards are also
4 required to download an app called Timestamp, which they must use to clock in and clock out
5 each workday, and to take photographs of the locations they patrol and transmit those images to
6 managers approximately once per hour. Indeed, Defendants’ written policy mandates that security
7 guards “Must patrol job site every 15-30 minutes and send timestamps as require[d],” and that
8 security guards must “use Timestamps to clock in and out.” Defendants’ written policy also
9 plainly states that “To be a HillQuest Security officer you must have a cell phone, [] to clock in
10 and out your assignment daily as well as send photos and reports during your perspective shift.”
11 The policy further states that “HillQuest Security will pay \$5.00 per month towards your data
12 usage,” but in fact Defendants have failed to reimburse Plaintiff at all for the use of his personal
13 cell phone. Despite requiring Plaintiff to use his personal cell phone for work-related purposes,
14 Defendants have failed to reimburse Plaintiff for any portion of his personal expenses, including
15 any portion of his monthly cell phone bill. On information and belief, Defendants have likewise
16 failed to reimburse other security guards for the use of their personal cell phones during the
17 putative class period. As a result of the foregoing, Plaintiff and other security guards employed
18 by Defendants are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v.*
19 *Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (2014) (holding that employer must
20 reimburse employees for “reasonable percentage” of their cell phone bills if employees are
21 required to use their cell phones for work purposes, even if the employees did not incur any
22 specific out-of-pocket expense in doing so).

23 13. In addition to failing to pay for all hours worked and failing to reimburse business
24 expenses, Defendants have also failed to provide off-duty meal periods of at least 30 minutes to
25 Plaintiff and other security guards. Specifically, Defendants’ written policy mandates that security
26 guards “Must take 30 [minute] lunch break on site.” Requiring employees to remain at the work
27 site during meal periods is unlawful. Specifically, the California Supreme Court held in *Brinker*
28 *Restaurant Corp. v. Superior Court* that “the wage order’s meal period requirement is satisfied if

the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period.” 53 Cal.4th 1004, 1036 (2012) (underlining added). Moreover, even on those occasions when Plaintiff was able to leave the premises, he rarely if ever was able to take a full 30-minute meal period before the end of the fifth hour of work, and in any event, he was required to remain on-call (i.e., on duty) at all times. In addition, Defendants and Plaintiff never entered into a written on-duty meal period agreement and therefore, even assuming the nature of Plaintiff’s work otherwise qualified for an on-duty meal period, the on-duty meal periods required by Defendants were unlawful. *See* Wage Order 4, § 11(A) (“An ‘on duty’ meal period shall be permitted only...when by written agreement between the parties an on-the-job paid meal period is agreed to.”) Thus, the on-premises and/or on-duty meal periods required by Defendants are unlawful.

14. Despite failing to provide Plaintiff and other non-exempt employees with off-duty meal periods (or lawful on-duty meal periods), Defendants failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

15. Moreover, although an on-duty meal periods is supposed to be paid just like any other time worked (*see* Wage Order 4, § 11(A) (on-duty meal periods shall be “counted as time worked”)), Defendants failed to pay Plaintiff for his on-duty meal periods, resulting in additional unpaid wages, and failed to record his meal period as hours worked on his wage statements.

16. Defendants have also failed to authorize and permit compliant rest periods to Plaintiff and other security guards. Specifically, as with meal periods, Plaintiff and other security guards are required to remain on-site during rest periods so that they remained at or near their post at all times. Defendants’ policy mandates that employees “May not abandon site for any reason,” and as noted above, Defendants require security guards to remain on call at all times. The on-duty/on-call nature of Plaintiff’s and other security guards’ rest periods violates California law, as announced in *Augustus v. ABM Security Services Inc.* 2 Cal.5th 257 (2016). In *Augustus*, the California Supreme Court held that an “on call” rest period does not satisfy the requirement

1 that employers provide off-duty rest periods to their employees. Thus, security guards who are
2 “on-duty” during their rest periods have not received legally compliant rest periods under
3 California law. *Augustus*, 2 Cal.5th at 273. Despite failing to authorize and permit legally
4 compliant rest periods to Plaintiff and other security guards, Defendants failed to pay the rest
5 period premiums required by Labor Code § 226.7. Upon information and belief, during at least a
6 portion of the putative class period, Defendants have maintained no payroll code or other
7 mechanism for paying rest period premiums when a legally compliant rest period is not provided.

8 17. As a result of their failure to pay all minimum and overtime wages due, and failure
9 to pay all meal and rest period premiums due, Defendants have maintained inaccurate payroll
10 records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

11 18. In addition, Defendants have failed to comply with Labor Code § 212 with respect
12 to Plaintiff and other employees whom Defendants paid on a pay card. First, the pay cards issued
13 by Defendants do not contain the name of an “established place of business in the state,” as
14 required under Labor Code § 212(a). Specifically, the pay card issued to Plaintiff contained the
15 name of Republic Bank & Trust Company, but on information and belief, Republic Bank & Trust
16 Company does not have any locations in the State of California. Second, Plaintiff has not been
17 able to withdraw all of his wages “without discount” as required by Labor Code § 212.
18 Specifically, Plaintiff has not been able to withdraw all of his wages from a bank, as no bank
19 would allow him to withdraw funds directly from his pay card, and Plaintiff has thus been forced
20 to withdraw funds from automated teller machines (ATMs). These ATMs only allow withdrawals
21 in multiples of \$20.00, and on numerous occasions, Plaintiff was paid in an amount which was
22 not roundly divisible by 20 and was therefore unable to withdraw the entire balance of his pay.
23 These ATMs also often charge fees to check the balance and/or to withdraw funds. Thus, Plaintiff
24 has not been able to withdraw all of the wages on his pay card.

25 **CLASS ACTION ALLEGATIONS**

26 19. Class Definitions: Plaintiff bring this action on behalf of himself and the following
27 Classes pursuant to Section 382 of the Code of Civil Procedure:

28 ///

1 a. The Minimum Wage Class consists of all of the Defendants' current and former
2 non-exempt employees in California who (i) were subject to Defendants' timekeeping and
3 payroll policies; and/or (ii) were subject to Defendants' meal period practices and had
4 time deducted from their hours for a purported meal period, at any time from four years
5 immediately prior to the filing of this action to the present.

6 b. The Overtime Class consists of all of the Defendants' current and former non-
7 exempt employees in California who worked over 8 hours in at least one workday or over
8 40 hours in at least one workweek, and (i) were subject to Defendants' timekeeping and
9 payroll policies; and/or (ii) were subject to Defendants' meal period practices and had
10 time deducted from their hours for a purported meal period, at any time from four years
11 immediately prior to the filing of this action to the present.

12 c. The Meal Period Class consists of all of the Defendants' current and former
13 security guards in California who worked at least one shift in excess of 5.0 hours, at any
14 time from four years immediately prior to the filing of this action through the present.

15 d. The Rest Period Class consists of all of the Defendants' current and former
16 security guards in California who worked at least one shift of 3.5 hours or more, at any
17 time from four years immediately prior to the filing of this action through the present.

18 e. The Wage Statement Class consists of (i) all members of the Minimum Wage
19 Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who received a wage
20 statement at any time from one year immediately preceding the filing of this lawsuit
21 through the present.

22 f. The Expense Reimbursement Class consists of all of the Defendants' security
23 guards employed by Defendants in California, at any time from four years immediately
24 prior to the filing of this action through the present.

25 20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
26 joinder of all members would be impracticable. The membership of the Classes is unknown to
27 Plaintiff at this time; however, it is estimated there are at least fifty (50) individuals in each Class.
28 The identity of such membership is readily ascertainable via Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- ii. Whether Defendants paid all overtime compensation due to members of the Overtime Class;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- vi. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping, payroll, overtime, wage statement, meal period, rest period, and expense reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

23. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff has been employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, has been deprived of all earned

1 minimum and overtime wages, was subject to Defendants' uniform meal and rest period
2 policies/practices, was furnished with inaccurate wage statements, and was not reimbursed for all
3 expenses he incurred in carrying out his job duties for Defendants.

4 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
5 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
6 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
7 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
8 actions in state and federal courts in the past and are committed to vigorously prosecuting this
9 action on behalf of the members of the Classes.

10 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
11 an important public interest in establishing minimum working conditions and standards in
12 California. These laws and labor standards protect the average working employee from
13 exploitation by employers who have the responsibility to follow the laws and who may seek to
14 take advantage of superior economic and bargaining power in setting onerous terms and
15 conditions of employment. The nature of this action and the format of laws available to Plaintiff
16 and members of the Classes make the class action format a particularly efficient and appropriate
17 procedure to redress the violations alleged herein. If each employee were required to file an
18 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
19 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
20 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
21 an individual remedy would discourage the assertion of lawful claims by employees who would
22 be disinclined to file an action against their former and/or current employer for real and justifiable
23 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
24 prosecution of separate actions by individual class members would create a substantial risk of
25 inconsistent or varying verdicts or adjudications with respect to the individual class members
26 against Defendants herein; and which would establish potentially incompatible standards of
27 conduct for Defendants. Further, the claims of the individual members of the Classes are not
28 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant

costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

28. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 4.

29. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

30. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

31. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated

1 damages, interest thereon, statutory penalties, and attorneys' fees and costs of suit, per Labor
2 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME WAGES**

5 **(AGAINST ALL DEFENDANTS)**

6 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
7 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
8 overtime hours worked and provide a private right of action for the failure to pay all overtime
9 compensation for overtime work performed.

10 33. At all times relevant herein, Defendants were required to properly compensate
11 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
12 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an
13 employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess
14 of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours
15 on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer
16 to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a
17 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

18 34. Defendants caused Plaintiff and Overtime Class members to work overtime
19 (and/or double-time) hours but did not compensate them at one and one-half times (or two times)
20 their regular rate of pay for such hours.

21 35. The foregoing policies and practices are unlawful and create entitlement to
22 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
23 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
24 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
25 Civil Procedure § 1021.5.

26 ///

27 ///

28 ///

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this Complaint.

38. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

41. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

42. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, have failed to furnish
7 Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that
8 included, among other requirements, all hours worked, and all wages earned, in violation of Labor
9 Code § 226.

10 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
11 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
12 among other things, the non-payment of all their minimum and overtime wages and meal and rest
13 period premium wages, and deprived them of the information necessary to identify and reconcile
14 the discrepancies in Defendants' reported data.

15 46. Defendants' failures create an entitlement to recovery by Plaintiff and members of
16 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
17 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
18 of suit, pursuant to Labor Code §§ 226 and 226.3.

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 **(AGAINST ALL DEFENDANTS)**

22 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 48. At all relevant times, Defendants have been subject to Labor Code § 2802, which
24 states that "an employer shall indemnify his or her employees for all necessary expenditures or
25 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
26 his or her obedience to the directions of the employer."

27 49. At all relevant times, Defendants have been subject to Labor Code § 2804, which
28 states, "any contract or agreement, express or implied, made by any employee to waive the

benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

50. Due to Defendants’ unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal cell phones, for work purposes, and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

51. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have suffered damages in sums, which will be shown according to proof.

52. Plaintiff and members of the Expense Reimbursement Class are entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

53. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

55. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal periods or pay meal period premium wages, failure to authorize and permit rest periods or pay rest period premium wages, failing to furnish accurate and complete itemized wage statements, and failing to reimburse business expenses.

56. Defendants’ utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,

1 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
2 Defendants' competitors who have been and/or are currently employing workers and attempting
3 to do so in honest compliance with applicable wage and hour laws.

4 57. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
5 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
6 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
7 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

8 58. The acts complained of herein occurred within the four years immediately
9 preceding the filing of this action.

10 59. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
12 of Defendants' current non-exempt employees, and to enforce important rights affecting the
13 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
14 which he is entitled to recover under Code of Civil Procedure § 1021.5.

15 **EIGHTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **(AGAINST ALL DEFENDANTS)**

18 60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 61. Defendants have committed several Labor Code violations against Plaintiff and
20 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor
21 Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings
22 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
23 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
24 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
25 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
26 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
27 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
28 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for

each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees at least the statutory minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- f. Failing to pay all wages due to aggrieved former employees in violation of Labor Code §§ 201-203;
- g. Failing to reimburse Plaintiff and other aggrieved employees for all work related expenses in violation of Labor Code §§ 2802, 2804, and 1198;
- h. Failing to provide Plaintiff and other aggrieved employees who were paid with a pay card, all of their wages "without discount," and by failing to pay their

1 wages with an instrument that contains the name of an “established place of
2 business in the state,” in violation of Labor Code § 212.

3 62. On or about November 11, 2022, Plaintiff notified Defendant HillQuest Security &
4 Patrol Services, Inc. via certified mail (c/o John Bouzy), and the California Labor and Workforce
5 Development Agency (“LWDA”) via its website, of Defendants’ violations of the California
6 Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code
7 § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph
8 61 (a)-(h) above. On or about December 9, 2022, Plaintiff notified Defendant HillQuest Security
9 & Patrol Services, Inc. and Defendant John Bouzy via certified mail, and the LWDA via its
10 website, that Plaintiff intended to add Mr. Bouzy as a defendant pursuant to Labor Code § 558.1.
11 Now that sixty-five days have passed from Plaintiff’s initial notifying Defendants and the LWDA
12 of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim
13 under the Private Attorneys General Act with respect to these violations.

14 63. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect his interests and the interests of other aggrieved employees, and to assess and collect the
16 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
17 he is entitled to recover under California Labor Code § 2699(g).

18 **PRAYER**

19 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
20 this suit is brought against Defendants, as follows:

- 21 1. For an order certifying the proposed Classes;
- 22 2. For an order appointing Plaintiff as representative of the Classes;
- 23 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 24 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
25 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
26 1197, and 1198;
- 27 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
28 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

1 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;

3 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

5 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
6 226, *et seq.*;

7 9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and
8 special damages according to proof pursuant to Labor Code §§ 2802 and 2804; and

9 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
11 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

12 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
13 employees, and the State of California according to proof pursuant to Labor Code § 2699,
14 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
15 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
16 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
17 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
18 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
19 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
20 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
21 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
22 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
23 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
24 Labor Code § 2699(f);

25 12. Prejudgment interest on all due and unpaid wages and other damages pursuant to
26 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
27 California Constitution;

28 ///

1 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 226(e), 1194 *et seq.*, 2802(c), 2699(g), and Code of Civil Procedure § 1021.5; and

3 14. For such other and further relief the Court may deem just and proper.

4
5 Date: January 18, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

6
7 By: _____


Tuvia Korobkin
Attorney for Plaintiff

8
9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

12
13 Dated: January 18, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

14
15 By: _____


Tuvia Korobkin
Attorney for Plaintiff