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FILED
Superior Court of California
County of Los Angeles
02/24/2023

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

SALVADOR MACIAS, individually, and
on behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

CENTURION SECURITY SERVICES,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV38788

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et seq.;

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Salvador Macias, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants employ persons in this
5 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Salvador Macias is a resident of Los Angeles, in Los Angeles County,
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
10 approximately February 2020 to September 2022. Plaintiff worked for Defendants as a
11 Security Guard at their work site in San Pedro, California. Plaintiff typically worked eight (8)
12 or more hours per day, one (1) to three (3) or more days per week, from 10:00 p.m. to 6:00
13 a.m. Plaintiff's job duties included, without limitation, patrolling and protecting assigned
14 work sites, maintaining safety, and monitoring vehicle access points.

15 5. CENTURION SECURITY SERVICES, INC., was and is, upon information
16 and belief, a California corporation, and at all times hereinafter mentioned, an employer
17 whose employees are engaged throughout this county and the State of California.

18 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
19 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
20 amend the complaint and serve such fictitiously named Defendants once their names and
21 capacities become known.

22 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
23 were the partners, agents, owners, or managers of CENTURION SECURITY SERVICES,
24 INC. at all relevant times.

25 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
26 acts and omissions alleged herein was performed by, or is attributable to, CENTURION
27 SECURITY SERVICES, INC. and/or DOES 1 through 10 (collectively, "Defendants" or
28 "CSSI"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in

1 concert with, each of the other co-Defendants and was acting within the course and scope of
2 such agency, employment, joint venture, or concerted activity with legal authority to act on
3 the others' behalf. The acts of any and all Defendants were in accordance with, and represent,
4 the official policy of Defendants.

5 9. At all relevant times, Defendants, and each of them, ratified each and every act
6 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
7 and abetted the acts and omissions of each and all the other Defendants in proximately causing
8 the damages herein alleged.

9 10. Plaintiff is informed and believes, and thereon alleges, that each of said
10 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
11 omissions, occurrences, and transactions alleged herein.

12 **GENERAL ALLEGATIONS**

13 11. Defendants are a security company providing services to their clients'
14 properties throughout Los Angeles County and Orange County. Upon information and belief,
15 Defendants maintain a single, centralized Human Resources ("HR") department at their
16 company headquarters in Santa Ana, California, which is responsible for the recruiting and
17 hiring of new employees, and communicating and implementing Defendants' company-wide
18 policies, including timekeeping policies and meal and rest period policies, to employees
19 throughout California.

20 12. In particular, Plaintiff and class members, on information and belief, received
21 the same standardized documents and/or written policies. Upon information and belief, the
22 usage of standardized documents and/or written policies, including new-hire documents,
23 indicate that Defendants dictated policies at the corporate level and implemented them
24 company-wide, regardless of their employees' assigned locations or positions.

25 13. Upon information and belief, Defendants maintain a centralized Payroll
26 department at their company headquarters in Santa Ana, California, which processes payroll
27 for all non-exempt, hourly paid employees working for Defendants at their various locations
28 and jobsites in California, including Plaintiff and class members. Based upon information and

1 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
2 employees in California, irrespective of their work locations. Upon information and belief,
3 Defendants process payroll for departing employees in the same manner throughout the State
4 of California, regardless of the manner in which each employee's employment ends.

5 14. Defendants continue to employ non-exempt or hourly paid employees in
6 California.

7 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
9 and advisors knowledgeable about California labor and wage law, employment and personnel
10 practices, and about the requirements of California law.

11 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
12 members were not paid for all hours worked because all hours worked were not recorded.

13 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive certain wages for
15 overtime compensation and that they were not receiving certain wages for overtime
16 compensation.

17 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to receive at least minimum
19 wages for compensation and that they were not receiving at least minimum wages for work
20 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
21 and class members were not paid at least minimum wages for work done off-the-clock.

22 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to meal periods in
24 accordance with the California Labor Code and the applicable IWC Wage Order or payment
25 of one (1) additional hour of pay at their regular rates of pay when they were not provided
26 with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class
27 members were not provided with all meal periods or payment of one (1) additional hour of
28 pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30)

1 minute meal period.

2 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to rest periods in
4 accordance with the California Labor Code and applicable IWC Wage Order or payment of
5 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
6 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiff
7 and class members were not authorized and permitted to take compliant rest periods, nor did
8 Defendants provide Plaintiff and class members with payment of one (1) additional hour of
9 pay at their regular rates of pay when they were not authorized and permitted to take a
10 compliant rest period.

11 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive complete and
13 accurate wage statements in accordance with California law. In violation of the California
14 Labor Code, Plaintiff and class members were not provided complete and accurate wage
15 statements.

16 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that they had a duty to maintain accurate and complete payroll records in
18 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
19 knowingly, and intentionally failed to do so.

20 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to timely payment of all
22 wages earned upon termination of employment. In violation of the California Labor Code,
23 Plaintiff and class members did not receive payment of all wages due, including, but not
24 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
25 permissible time periods.

26 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to timely payment of wages
28 during their employment. In violation of the California Labor Code, Plaintiff and class

members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

26. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

27. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

28. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

29. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

30. Plaintiff and other current and former employees of Defendants are "aggrieved

employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former employees and one or more of the alleged violations were committed against them.

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

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

32. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have

1 been violated (other than those listed in Section 2699.5), including the
2 facts and theories to support the alleged violation.

3 (b) An aggrieved employee's notice filed with the LWDA pursuant to
4 2699.3(c) and any employer response to that notice shall be
5 accompanied by a filing fee of seventy-five dollars (\$75).

6 (c) The employer may cure the alleged violation within thirty-three (33)
7 calendar days of the postmark date of the notice sent by the aggrieved
8 employee or representative. The employer shall give written notice
9 within that period of time by certified mail to the aggrieved employee or
10 representative and by online filing with the LWDA if the alleged
11 violation is cured, including a description of actions taken, and no civil
12 action pursuant to Section 2699 may commence. If the alleged violation
13 is not cured within the 33-day period, the aggrieved employee may
14 commence a civil action pursuant to Section 2699.

15 33. On December 19, 2022, Plaintiff provided written notice by online filing to the
16 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
17 Code alleged to have been violated, including facts and theories to support the alleged
18 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
19 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
20 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
21 Plaintiff PAGA Case Number LWDA-CM-925190-22. A true and correct copy of Plaintiff's
22 written notice to the LWDA and Defendants dated December 19, 2022, is attached hereto as
23 "Exhibit 1."

24 34. As of the filing date of this complaint, over 65 days have passed since Plaintiff
25 sent the written notice described above, and the LWDA has not responded that it intends to
26 investigate Plaintiff's claims and Defendants have not cured the violations.

27 35. Thus, Plaintiff has satisfied the administrative prerequisites under California
28 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for

violations of California Labor Code 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

36. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

37. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’ rights by violating various sections of the California Labor Code as set forth above.

38. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

39. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

41. All claims alleged herein arise under California law for which Plaintiff seeks

1 relief authorized by California law.

2 42. Plaintiff's proposed class consists of and is defined as follows:

3 All persons who worked for Defendants as non-exempt, hourly
4 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial ("Class").

5 43. Plaintiff's proposed subclass consists of and is defined as follows:

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California and who received at least one wage
8 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

9 44. Members of the Class and Subclass are referred to herein as "class members."

10 45. Plaintiff reserves the right to redefine the Class and Subclass and to add
11 additional subclasses as appropriate based on further investigation, discovery, and specific
12 theories of liability.

13 46. There are common questions of law and fact as to class members that
14 predominate over questions affecting only individual members, including, but not limited to:

- 15 (a) Whether Defendants required Plaintiff and class members to work over
16 eight (8) hours per day, over twelve (12) hours per day, or over forty
17 (40) hours per week and failed to pay all legally required overtime
18 compensation to Plaintiff and class members;
- 19 (b) Whether Defendants failed to pay Plaintiff and class members at least
20 minimum wages for all hours worked;
- 21 (c) Whether Defendants failed to provide Plaintiff and class members with
22 meal periods;
- 23 (d) Whether Defendants failed to authorize and permit Plaintiff and class
24 members to take rest periods;
- 25 (e) Whether Defendants provided Plaintiff and class members with
26 complete and accurate wage statements as required by California Labor
27 Code section 226(a);
- 28 (f) Whether Defendants maintained accurate payroll records as required by

California Labor Code section 1174(d);

- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

47. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if

any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

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1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 49. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable wage order. California Labor Code
8 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
9 be the . . . standard conditions of labor for employees. The employment of any employee . . .
10 under conditions of labor prohibited by the order is unlawful.”

11 50. California Labor Code section 1198 and the applicable IWC Wage Order
12 provide that it is unlawful to employ persons without compensating them at a rate of pay
13 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
14 number of hours worked by the person on a daily or weekly basis.

15 51. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 52. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 53. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 54. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
5 class members were not paid overtime premiums for all of the hours they worked in excess of
6 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week, because all hours worked were not recorded.

8 55. First, Defendants had, and continue to have, a company-wide policy and/or
9 practice of requiring Plaintiff and class members to perform tasks off- the-clock before their
10 shifts, pursuant to Defendants’ written policy requiring employees to “[a]lways show up at
11 least 15 minutes PRIOR to the start of a shift.” (Emphasis in original.) Plaintiff and class
12 members were required to report to work 15 minutes before their shifts, upon threat of
13 discipline, but were not permitted to clock in until their scheduled start-times, and were thus
14 not compensated for the time they remained under Defendants’ control.

15 56. Second, Defendants had, and continue to have, a company-wide policy and/or
16 practice of requiring Plaintiff and class members to perform tasks off-the-clock after their
17 shifts, pursuant to Defendants’ written policies which state, in pertinent part: “[d]o not work
18 more than your scheduled hours without prior permission from Centurion” and “NEVER
19 LEAVE YOUR POST UNATTENDED; WAIT UNTIL YOU ARE PROPERLY
20 RELIEVED.” (Emphasis in original.) Plaintiff and class members were required to wait at
21 their posts and continue performing their duties until the next shift arrived to relieve them.
22 However, Plaintiff and class members were not compensated for the time they remained on
23 duty following the end of their scheduled shifts, because they were required to clock out at
24 their scheduled shift end-time pursuant to Defendants’ timekeeping policy. For example,
25 Plaintiff’s scheduled shift ended at 6:00 a.m., but if the next shift’s employee(s) did not show
26 up until 6:30 a.m., he was required to stay on duty for an additional half hour, while off-the-
27 clock, until he could be relieved by the next shift.

28 57. Moreover, Defendants’ timekeeping system did not permit Plaintiff and class

1 members to track and record their actual hours worked. Instead, Plaintiff and class members
2 could only clock in and clock out from their shifts by calling Defendants' automated hotline,
3 and were not compensated for the time they remained under the control of Defendants,
4 because the timekeeping system did not allow employees to clock back in or make
5 adjustments to their time records once they clocked out. Thus, Defendants failed to track the
6 time Plaintiff and class members spent working before and after their shifts, and Plaintiff and
7 class members received no compensation for this time.

8 58. Third, during the relevant time period, on information and belief, Defendants
9 had a company-wide policy and/or practice of improperly rounding employees' clock-in
10 and/or clock-out times in their timekeeping system to the start and/or end of their scheduled
11 hours worked, rather than their actual hours worked. Moreover, on information and belief,
12 Defendants' timekeeping system rounded employees' clock-in and clock-out duration times to
13 the nearest quarter (0.25) of an hour. Defendants' rounding policy resulted in the failure to
14 compensate Plaintiff and class members fully for all hours worked, causing Plaintiff and class
15 members to not be paid overtime wages for all of the overtime hours they actually worked.
16 Defendants' policy of rounding is unfair and has, over time, resulted in the underpayment of
17 wages to Plaintiff and class members. To the extent Defendants' rounding policy has taken
18 away time worked that was eligible for overtime, Plaintiff and class members were denied
19 overtime pay for all hours worked. Alternatively, Defendants had, and continue to have, a
20 company-wide policy and/or practice of failing to record hours worked by their employees.
21 Instead, on information and belief, Defendants' policy and/or practice is to simply pay
22 employees, including Plaintiff and class members, for the hours they are scheduled to work.
23 Because Defendants failed to accurately record their actual hours worked, Plaintiff and class
24 members were not paid for all hours worked before or after their scheduled shifts.

25 59. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and class members were performing assigned duties off-the-
27 clock before and after their shifts, and were suffered or permitted to perform work for which
28 they were not paid. Because Plaintiff and class members worked shifts of eight (8) hours a

1 day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for
2 overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages
3 for all of the overtime hours they actually worked.

4 60. Defendants' failure to pay Plaintiff and class members the balance of overtime
5 compensation, as required by California law, violates the provisions of California Labor Code
6 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
7 members are entitled to recover from Defendants their unpaid overtime compensation, as well
8 as interest, costs, and attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 11 **Minimum Wages** 12 **(Against all Defendants)**

13 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 62. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
16 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
17 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
18 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the
19 time during which an employee is subject to the control of an employer, and includes all the
20 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
21 Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

22 63. As stated, during the relevant time period, as a result of Defendants' written
23 policies of requiring employees to report to work 15 minutes before their shifts and requiring
24 employees to remain on duty after their scheduled shifts until they could be relieved by the
25 next shift, Defendants systematically failed to pay Plaintiff and class members for actual hours
26 worked before and/or after their scheduled shifts, because on information and belief, these
27 hours were not accurately recorded. Furthermore, as stated, Defendants had a company-wide
28 policy and/or practice of rounding Plaintiff's and class members' hourly clock-in and/or

1 clock-out times in their timekeeping system to the start and/or end of their scheduled shift
2 times and/or to the nearest quarter hour, resulting in the failure to compensate them for all
3 hours worked. Alternatively, Defendants had a company-wide policy and/or practice of only
4 paying Plaintiff and class members for their scheduled shifts, rather than their actual hours
5 worked, because Defendants failed to track hours worked outside of their scheduled shifts.

6 64. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
7 and class members. To the extent that these off-the-clock hours did not qualify for overtime
8 premium payment, Defendants did not pay at least minimum wages for those hours worked
9 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
10 1198.

11 65. As result, Defendants regularly failed to pay at least minimum wages to
12 Plaintiff and class members for all of the hours they worked in violation of California Labor
13 Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code
14 section 1194.2, Plaintiff and class members are entitled to recover from Defendants liquidated
15 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

16 **THIRD CAUSE OF ACTION**

17 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 18 **Violations** 19 **(Against all Defendants)**

20 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 67. At all relevant times herein set forth, California Labor Code section 512(a)
23 provides that an employer may not require, cause, or permit an employee to work for a period
24 of more than five (5) hours per day without providing the employee with a meal period of not
25 less than thirty (30) minutes, except that if the total work period per day of the employee is
26 not more than six (6) hours, the meal period may be waived by mutual consent of both the
27 employer and the employee. Under California law, first meal periods must start after no more
28 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

1 68. At all relevant times herein set forth, California Labor Code sections 226.7,
2 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
3 meal period mandated by an applicable order of the IWC.

4 69. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
5 the applicable IWC Wage Order also require employers to provide a second meal period of
6 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
7 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
8 hours worked is no more than twelve (12) hours, the second meal period may be waived by
9 mutual consent of the employer and the employee only if the first meal period was not waived.

10 70. Under California law, an employer cannot evade meal period requirements via
11 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S.*
12 *Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be
13 provided with the opportunity to eat his or her meal while performing the duties required and
14 any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.
15 *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141
16 (2019).

17 71. During the relevant time period, Defendants had, and continue to have, a
18 company-wide policy and/or practice of understaffing their work sites, resulting in a failure to
19 provide Plaintiff and class members with adequate meal period coverage. Defendants also
20 understaffed their work sites by adopting a single-staffing model for certain posts, which
21 exacerbated the lack of meal period coverage for employees. As a result of Defendants'
22 policy of understaffing and/or single-staffing, combined with a failure to adhere to a schedule
23 for meal periods, Plaintiff and class members were prevented from taking all timely,
24 uninterrupted meal periods to which they were entitled. As a result, Plaintiff and class
25 members have had to work through all or part of their meal periods, had their meal periods
26 interrupted, and/or had to wait extended periods of time before taking meal periods. For
27 example, Plaintiff missed his meal periods entirely or took his meal periods late, after having
28 worked in excess of five (5) hours into his shift, in order to adhere to Defendants' requirement

1 that posts to be maintained by at least one employee at all times. Moreover, Plaintiff's meal
2 periods were interrupted whenever he was required to attend to vehicles entering and exiting
3 the work site.

4 72. Furthermore, during the relevant time period, Defendants maintained and
5 implemented a company-wide on-premises meal period policy, which mandated that Plaintiff
6 and class members remain on the work premises during their meal periods. To the extent
7 Defendants required Plaintiff and class members to sign written "on-duty" meal period
8 agreements, such agreements are invalid as the nature of the work performed by Plaintiff and
9 class members does not necessitate an "on-duty" meal period under California law.
10 Defendants could have provided rover meal period coverage for their employees or staffed
11 more than one employee at certain posts, but chose not to do so. Because Plaintiff and class
12 members were restricted from leaving the premises during meal periods, had to remain alert
13 and on-duty at all times while at their post, and because they were not provided with adequate
14 meal period coverage, Plaintiff and class members were subject to Defendants' control and
15 suffered to work during meal periods. Moreover, Defendants' "Meal Break – On Duty"
16 agreement did not inform Plaintiff and class members that they are entitled to a 30-minute on-
17 duty meal period and that on-duty meal periods must be timely.

18 73. Additionally, Defendants did not schedule second meal periods and had no
19 policy for permitting Plaintiff and class members to take second 30-minute meal periods on
20 days that they worked in excess of ten (10) hours in one day. For example, Plaintiff would
21 sometimes work shifts in excess of ten (10) hours per day, but was not provided a second meal
22 period during these shifts. Plaintiff and class members did not sign valid meal period waivers
23 on days that they were entitled to meal periods and were not relieved of all duties.

24 74. At all times herein mentioned, Defendants knew or should have known that, as
25 a result of these policies, Plaintiff and class members were prevented from being relieved of
26 all duties and required to perform some of their assigned duties during meal periods.
27 Defendants further knew or should have known that they did not pay Plaintiff and class
28 members all meal period premiums when meal periods were late, interrupted, shortened,

1 and/or missed. Further, to the extent that Defendants’ rounding policy reported that Plaintiff
2 and/or class members were provided with timely, full 30-minute meal periods when, in fact,
3 the meal periods were taken after the fifth hour of work or were less than 30 minutes, Plaintiff
4 and/or class members did not receive meal period penalties for these improperly rounded meal
5 periods.

6 75. Furthermore, Defendants engaged in a company-wide practice and/or policy of
7 not paying all meal period premiums owed when compliant meal periods were not provided.
8 Because of this practice and/or policy, Plaintiff and class members have not received all
9 premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to
10 provide Plaintiff and class members compliant meal periods in violation of California Labor
11 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

12 76. Defendants’ conduct violates the applicable IWC Wage Order, and California
13 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
14 entitled to recover from Defendants one (1) additional hour of pay at the employee’s regular
15 rate of compensation for each work day that the meal period was not provided.

16 **FOURTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 18 **(Against all Defendants)**

19 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 78. At all relevant times herein set forth, the applicable IWC Wage Order and
22 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class
23 members’ employment by Defendants.

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

1 (3 ½) hours.

2 80. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any rest period mandated by an applicable
4 order of the California IWC. To comply with its obligation to authorize and permit rest
5 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
6 employer must “relinquish any control over how employees spend their break time, and
7 relieve their employees of all duties—including the obligation that an employee remain on
8 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
9 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
10 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
11 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
12 required rest period was not authorized and permitted.

13 81. During the relevant time period, Defendants regularly failed to authorize and
14 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
15 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
16 practices of understaffing and/or single-staffing prevented Plaintiff and class members from
17 being relieved of all duty to take their rest periods. Defendants also failed to schedule rest
18 periods, which, coupled with Defendants’ failure to provide adequate rest period coverage,
19 further led to Plaintiff and class members not being authorized and permitted to take rest
20 periods.

21 82. Furthermore, during the relevant time period, Defendants maintained and
22 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
23 and class members remain on the work premises during their rest periods. Because Plaintiff
24 and class members were restricted from leaving the premises during rest periods, they were
25 denied the ability to use their rest periods freely for their own purposes, such as running
26 personal errands. Thus, Defendants effectively maintained control over Plaintiff and class
27 members during rest periods.

28 83. As a result of Defendants’ practices and policies, Plaintiff and class members

1 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
2 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
3 Plaintiff missed his rest periods entirely due to the lack of rest period coverage and
4 Defendants' requirement that he remain on-duty at all times.

5 84. Defendants have also engaged in a systematic, company-wide practice and/or
6 policy of not paying rest period premiums owed when rest periods are not authorized and
7 permitted. Because of this practice and/or policy, Plaintiff and class members have not
8 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
9 class members rest periods and failed to pay them rest period premiums due, in violation of
10 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

11 85. Defendants' conduct violates the applicable IWC Wage Order and California
12 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
13 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
14 compensation for each work day that a compliant rest period was not authorized and
15 permitted.

16 **FIFTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 18 **Statements and Failure to Maintain Accurate Payroll Records** 19 **(Against all Defendants)**

20 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 87. At all relevant times herein set forth, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate and
24 complete itemized wage statement in writing, including, but not limited to, the inclusive dates
25 of the pay period, total hours worked, and all applicable rates of pay.

26 88. At all relevant times, Defendants have knowingly and intentionally provided
27 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
28 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members

1 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
2 applicable hourly rates in effect during the pay period, including rates of pay for overtime
3 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
4 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

5 89. Because Defendants did not record the time Plaintiff and Subclass members
6 spent working off the clock and improperly rounded their total hours worked, Defendants did
7 not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass
8 members in compliance with section 226(a)(1) and section 226(a)(5). For the same reason,
9 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
10 members in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
11 in effect during the pay period and corresponding accurate number of work hours worked at
12 each hourly rate in violation of section 226(a)(9).

13 90. The wage statement deficiencies also include, without limitation, failing to list
14 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
15 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
16 for which employees were paid; failing to list the name of the employee and only the last four
17 digits of his or her social security number or an employee identification number other than a
18 social security number; failing to list the name and address of the legal entity that is the
19 employer, and/or failing to state all hours worked as a result of not recording or stating hours
20 worked off-the-clock.

21 91. California Labor Code section 1174(d) provides that “[e]very person employing
22 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
23 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
24 plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
26 applicable piece rate paid to, employees employed at the respective plants or
27 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
28 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Sub class

1 members showing the daily hours they worked and the wages paid thereto as a result of failing
2 to record the off-the-clock hours that they worked and improperly rounding Plaintiff's and
3 Subclass members' total hours worked.

4 92. California Labor Code section 1198 provides that the maximum hours of work
5 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
6 set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he
7 employment of any employees for longer hours than those fixed by the order or under
8 conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC
9 Wage Order, employers are required to keep accurate time records showing when the
10 employee begins and ends each work period and meal period. During the relevant time
11 period, Defendants engaged in company-wide practices and/or policies of failing to record
12 actual hours worked, and thereby failed to keep accurate records of work period and meal
13 period start and stop times for Plaintiff and Subclass members, in violation of section 1198.
14 Furthermore, in light of Defendants' failure to provide Plaintiff and Subclass members with
15 second 30-minute meal periods to which they were entitled, Defendants kept no records of
16 meal start and end times for second meal periods.

17 93. Plaintiff and Subclass members are entitled to recover from Defendants the
18 greater of their actual damages caused by Defendants' failure to comply with California Labor
19 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
20 employee.

21 **SIXTH CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 23 **Termination** 24 **(Against all Defendants)**

25 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 95. This cause of action is dependent upon, and wholly derivative of, the overtime
28 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to

1 Plaintiff and those class members no longer employed by Defendants upon their termination.

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

9 97. Defendants willfully failed to pay Plaintiff and class members who are no
10 longer employed by Defendants the earned and unpaid wages set forth above, including but
11 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
12 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
13 employ.

14 98. Defendants' failure to pay Plaintiff and class members who are no longer
15 employed by Defendants their wages earned and unpaid at the time of discharge, or within
16 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
17 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
18 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
19 thirty (30) day maximum pursuant to California Labor Code section 203.

20 SEVENTH CAUSE OF ACTION

21 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 22 Employment 23 (Against all Defendants)

24 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 100. This cause of action is dependent upon, and wholly derivative of, the overtime
27 wages, minimum wages, and/or meal and rest period premiums, that were not timely paid to
28 Plaintiff and class members during their employment.

101. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

102. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

103. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

104. Defendants' failure to timely pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

106. At all times herein set forth, California Labor Code section 2802 provides that

1 an employer must reimburse employees for all necessary expenditures and losses incurred by
2 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
3 to prevent employers from passing off their cost of doing business and operating expenses on
4 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
5 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
6 tools or equipment are required by the employer or are necessary to the performance of a job,
7 such tools and equipment shall be provided and maintained by the employer, except that an
8 employee whose wages are at least two (2) times the minimum wage provided herein may be
9 required to provide and maintain hand tools and equipment customarily required by the trade
10 or craft.” IWC Wage Order No. 4-2001 further provides that: “[w]hen uniforms are required
11 by the employer to be worn by the employee as a condition of employment, such uniforms
12 shall be provided and maintained by the employer.”

13 107. First, during the relevant time period, Defendants had a company-wide policy
14 of requiring Plaintiff and class members to utilize their own personal mobile devices,
15 including, but not limited to, cellular phones, and/or mobile data to carry out their job duties,
16 but Defendants failed to reimburse them for the costs of their work-related mobile device
17 expenses. Plaintiff and class members were required to use their personal mobile devices for
18 work-related tasks, including responding to calls or text messages from Defendants’
19 management. For example, Plaintiff used his personal cellular phone to communicate with
20 Defendants’ supervisors regarding work-related matters, such as patrolling the job site,
21 maintaining safety, and monitoring vehicle access points. Although Defendants required
22 Plaintiff and class members to utilize their personal mobile devices and/or mobile data to
23 carry out their work-related duties, Defendants failed to reimburse them for these costs.

24 108. Second, during the relevant time period, Defendants required Plaintiff and class
25 members to “be in a complete, clean Centurion Security Services, Inc. uniform at ALL times
26 while on-duty.” Pursuant to Defendants’ written “General Rules and Regulations,”
27 Defendants required Plaintiff and class members to wear uniforms bearing the company logo,
28 including a clean uniform shirt, approved jacket, and reflective vest. However, Defendants

1 did not provide their employees with sufficient uniforms to wear for their shifts throughout the
2 week. For example, Defendants only provided Plaintiff and class members with one uniform
3 shirt and reflective vest at the time of hire. Because Defendants failed to provide Plaintiff and
4 class members with an adequate number of uniform items in relation to their scheduled shifts
5 and for the tasks they were required to perform, Plaintiff and class members had to wash their
6 uniforms more frequently than they otherwise do laundry, and incur expenses in doing so.
7 Thus, Defendants failed to maintain the uniforms they required Plaintiff and class members to
8 wear during their shifts and forced employees to incur the cost of maintaining them.

9 109. Defendants could have provided Plaintiff and class members with the actual
10 equipment for use on the job, such as company mobile devices, as well as an adequate number
11 of uniforms and/or access to laundering services. Or, Defendants could have reimbursed
12 employees for the cost of their mobile device expenses, and laundering expenses or provided a
13 uniform maintenance allowance. Instead, Defendants passed these operating costs off onto
14 Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times
15 the minimum wage.

16 110. Defendants' company-wide policy and/or practice of passing on their operating
17 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
18 have intentionally and willfully failed to reimburse Plaintiff and other class members for
19 necessary business-related expenses and costs.

20 111. Plaintiff and class members are entitled to recover from Defendants their
21 business-related expenses incurred during the course and scope of their employment, plus
22 interest.

23 **NINTH CAUSE OF ACTION**

24 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

25 **(Against all Defendants)**

26 112. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 113. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover

1 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
2 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
3 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
4 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
5 those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and
6 2810.5.

7 114. Defendants' conduct, as alleged herein, violates numerous sections of the
8 California Labor Code, including, but not limited to, the following:

- 9 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
10 Wage Order for Defendants' failure to compensate Plaintiff and other
11 aggrieved employees with all required overtime pay, as alleged herein
12 and as set forth below;
- 13 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
14 1198, and the applicable IWC Wage Order for Defendants' failure to
15 compensate Plaintiff and other aggrieved employees with at least
16 minimum wages for all hours worked, as alleged herein;
- 17 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
18 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
19 and other aggrieved employees with meal periods, as alleged herein;
- 20 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
21 applicable IWC Wage Order for Defendants' failure to authorize and
22 permit Plaintiff and other aggrieved employees to take rest periods, as
23 alleged herein;
- 24 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
25 IWC Wage Order for failure to provide accurate and complete wage
26 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 27 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
28 IWC Wage Order for failure to maintain payroll records, as alleged

herein;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

(i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and

(j) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

115. As stated, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their work sites, resulting in a failure to provide other aggrieved employees with adequate meal period coverage. Defendants also understaffed their work sites by adopting a single-staffing model for certain posts, which exacerbated the lack of meal period coverage for employees. As a result of Defendants' policy of understaffing and/or single-staffing, other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Defendants also had company-wide policies and/or practices of failing to schedule meal periods and requiring employees to remain on the premises during meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, other aggrieved employees missed meal periods and/or had meal periods interrupted in order to attend to their work duties. Defendants did not compensate other aggrieved employees for the time they spent working off the clock during meal periods.

116. Defendants knew or should have known that as a result of these company-wide practices and/or policies, other aggrieved employees were working off-the-clock during their meal periods, and were suffered or permitted to perform work for which they were not paid. Defendants' failure to compensate other aggrieved employees at least minimum wages for all

1 hours worked off-the-clock, as alleged herein, in violation of California Labor Code sections
2 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order. To the extent
3 that these off-the-clock hours qualified for overtime premium payment, Defendants failed to
4 pay other aggrieved employees the balance of overtime compensation in violation of
5 California Labor Code sections 510 and 1198. Other aggrieved employees are therefore
6 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

7 117. At all relevant times herein, California's Wage Theft Prevention Act was
8 enacted to ensure that employers provide employees with basic information material to their
9 employment relationship at the time of hiring, and to ensure that employees are given written
10 and timely notice of any changes to basic information material to their employment. Codified
11 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
12 time of hiring, an employer must provide written notice to employees containing basic and
13 material payroll information, including, among other things, the rate(s) of pay and basis
14 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
15 including any rates for overtime, the regular payday designated by the employer, and any
16 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
17 Code § 2810.5(a)(1)(A)-(C).

18 118. At all relevant times, on information and belief, Defendants failed, on a
19 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
20 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
21 Specifically, Defendants failed to provide Plaintiff and other aggrieved employees with the
22 overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form
23 that Defendants provided to Plaintiff is blank where the aforementioned wage information
24 should be filled in. Defendants' failure to provide Plaintiff and other aggrieved employees
25 with written notice of basic information regarding their employment with Defendants is in
26 violation of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore
27 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 119. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 120. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 121. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
13 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 122. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code sections 17200, *et seq.*

18 123. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
28 herein;

- 1 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
2 members in violation of California Labor Code sections 226.7, 512(a),
3 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 4 (d) Failing to authorize and permit Plaintiff and class members to take
5 uninterrupted rest periods in violation of California Labor Code sections
6 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
7 herein;
- 8 (e) Failing to provide Plaintiff and class members with accurate wage
9 statements and failing to maintain accurate payroll records in violation
10 of California Labor Code sections 226(a), 1174(d), and 1198, and the
11 applicable IWC Wage Order, as alleged herein;
- 12 (f) Failing to timely pay all earned wages to Plaintiff and class members in
13 violation of California Labor Code section 204, as alleged herein;
- 14 (g) Failing to reimburse Plaintiff and class members for all business
15 expenses necessarily incurred in violation of California Labor Code
16 section 2802, as alleged herein; and
- 17 (h) Failing to provide written notice of information material to Plaintiff's
18 and class members' employment with Defendants in violation of
19 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

20 124. At all relevant times herein, California's Wage Theft Prevention Act was
21 enacted to ensure that employers provide employees with basic information material to their
22 employment relationship at the time of hiring, and to ensure that employees are given written
23 and timely notice of any changes to basic information material to their employment. Codified
24 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
25 time of hiring, an employer must provide written notice to employees containing basic and
26 material payroll information, including, among other things, the rate(s) of pay and basis
27 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
28 including any rates for overtime, the regular payday designated by the employer, and any

allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

125. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and class members with the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that Defendants provided to Plaintiff is blank where the aforementioned wage information should be filled in. Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

126. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

127. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

128. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

129. Defendants are "persons" as defined by California Business & Professions

Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

130. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

131. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under California Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "dual-purpose" remedy intended primarily to compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

132. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

133. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by California Labor Code section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by California Labor Code section 226.7 due to Plaintiff and class members; an award of

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

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

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

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage
2 Order by willfully failing to pay minimum wages to Plaintiff and class members;

3 11. For general unpaid wages and such general and special damages as may be
4 appropriate;

5 12. For pre-judgment interest on any unpaid compensation from the date such
6 amounts were due, or as otherwise provided by law;

7 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
8 California Labor Code section 1194(a);

9 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

12 **As to the Third Cause of Action**

13 16. That the Court declare, adjudge, and decree that Defendants violated California
14 Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by
15 willfully failing to provide all meal periods to Plaintiff and class members;

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

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

21 19. For premiums pursuant to California Labor Code section 226.7(c);

22 20. For pre-judgment interest on any unpaid meal period premiums from the date
23 such amounts were due, or as otherwise provided by law;

24 21. For attorneys' fees pursuant to California Code of Civil Procedure section
25 1021.5, or as otherwise provided by law; and

26 22. For such other and further relief as the Court may deem equitable and
27 appropriate.

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As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

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

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

32. For injunctive relief pursuant to California Labor Code section 226(h);

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

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

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

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

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

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section

1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

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

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

1 55. For civil penalties pursuant to the California Labor Code, including sections
2 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code
3 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
4 1198, 2802, and 2810.5;

5 56. For attorneys' fees and costs pursuant to California Labor Code section
6 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
7 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
8 1197, 1197.1, 1198, 2802, and 2810.5;

9 57. For pre-judgment and post-judgment interest as provided by law; and

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

12 **As to the Tenth Cause of Action**

13 59. That the Court declare, adjudge and decree that Defendants' conduct of failing
14 to provide Plaintiff and class members all overtime wages due to them, failing to provide
15 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
16 class members all meal periods, failing to authorize and permit Plaintiff and class members to
17 take all rest periods, failing to provide Plaintiff and class members accurate and complete
18 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
19 failing to timely pay Plaintiff and class members all earned wages during employment, failing
20 to reimburse Plaintiff and class members for business-related expenses, and failing to provide
21 written notice of material terms of employment, constitutes an unlawful business practice in
22 violation of California Business and Professions Code sections 17200, *et seq.*;

23 60. For restitution of unpaid wages to Plaintiff and all class members and
24 prejudgment interest from the day such amounts were due and payable;

25 61. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violations of California Business & Professions Code sections
28 17200, *et seq.*;

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

3 63. For such other and further relief as the Court may deem equitable and
4 appropriate.

5 **As to the Eleventh Cause of Action**

6 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
7 Plaintiff and class members the statutory benefits guaranteed under California Labor Code
8 section 226.7 constitutes an unfair business practice in violation of California Business and
9 Professions Code sections 17200, *et seq.*;

10 65. For restitution of the statutory benefits under California Labor Code section
11 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the
12 day such amounts were due and payable;

13 66. For the appointment of a receiver to receive, manage and distribute any and all
14 funds disgorged from Defendants and determined to have been wrongfully acquired by
15 Defendants as a result of violations of California Business & Professions Code sections
16 17200, *et seq.*;

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

19 68. For pre-judgment and post-judgment interest as provided by law; and

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69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: February 24, 2023

Respectfully submitted,

Capstone Law APC



By: _____

Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Salvador Macias

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
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December 19, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Salvador Macias v. Centurion Security Services, Inc.*

Dear PAGA Administrator:

This office represents Salvador Macias in connection with his claims under the California Labor Code. Mr. Macias was an employee of CENTURION SECURITY SERVICES, INC. ("CSSI").

The employer may be contacted directly at the address below:

CENTURION SECURITY SERVICES, INC.
3843 S BRISTOL STREET #179
SANTA ANA, CA 92704

Mr. Macias intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Macias seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CSSI as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CSSI employed Mr. Macias as an hourly paid, non-exempt employee from approximately February 2020 to September 2022. Mr. Macias worked for CSSI as a Security Guard at its work site in San Pedro, California. Mr. Macias typically worked eight (8) or more hours per day, one (1) to three (3) or more days per week, from 10:00 p.m. to 6:00 a.m. His job duties included, without limitation, patrolling and protecting assigned work sites, maintaining safety, and monitoring vehicle access points.

CSSI committed one or more of the following Labor Code violations against Mr. Macias, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

CSSI’s Company-Wide and Uniform Payroll and HR Practices

CENTURION SECURITY SERVICES, INC. is a California corporation that provides security services to its clients’ properties throughout Los Angeles County and Orange County. Upon information and belief, CSSI maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Santa Ana, California, for all non-exempt, hourly paid employees working for CSSI in California, including Mr. Macias and other aggrieved employees. At all relevant times, CSSI issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Macias and other aggrieved employees, regardless of their location or position.

Upon information and belief, CSSI maintains a centralized Payroll department at its corporate headquarters in Santa Ana, California, which processes payroll for all non-exempt, hourly paid employees working for CSSI in California, including Mr. Macias and other aggrieved employees. Further, CSSI issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Macias and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, CSSI utilized the same methods and formulas when calculating wages due to Mr. Macias and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CSSI willfully failed to pay all overtime wages owed to Mr. Macias and other aggrieved employees. During the relevant time period, Mr. Macias and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

¹ These facts, theories, and claims are based on Mr. Macias’s experience and counsel’s review of those records currently available relating to Mr. Macias’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Macias reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

First, CSSI had, and continues to have, a company-wide policy and/or practice of requiring Mr. Macias and other aggrieved employees to perform tasks off-the-clock before their shifts, pursuant to CSSI's written policy requiring employees to "[a]lways show up at least 15 minutes PRIOR to the start of a shift." (Emphasis in original.) Mr. Macias and other aggrieved employees were required to report to work 15 minutes before their shifts, upon threat of discipline, but were not permitted to clock in until their scheduled start-times, and were thus not compensated for the time they remained under CSSI's control.

Second, CSSI had, and continues to have, a company-wide policy and/or practice of requiring Mr. Macias and other aggrieved employees to perform tasks off-the-clock after their shifts, pursuant to CSSI's written policies which state, in pertinent part: "[d]o not work more than your scheduled hours without prior permission from Centurion" and "NEVER LEAVE YOUR POST UNATTENDED; WAIT UNTIL YOU ARE PROPERLY RELIEVED." (Emphasis in original.) Mr. Macias and other aggrieved employees were required to wait at their posts and continue performing their duties until the next shift arrived to relieve them. However, Mr. Macias and other aggrieved employees were not compensated for the time they remained on duty following the end of their scheduled shifts, because they were required to clock out at their scheduled shift end-time pursuant to CSSI's timekeeping policy. For example, Mr. Macias's scheduled shift ended at 6:00 a.m., but if the next shift's employee(s) did not show up until 6:30 a.m., he was required to stay on duty for an additional half hour, while off-the-clock, until he could be relieved by the next shift.

Moreover, CSSI's timekeeping system did not permit Mr. Macias and other aggrieved employees to track and record their actual hours worked. Instead, Mr. Macias and other aggrieved employees could only clock in and clock out from their shifts by calling CSSI's automated hotline, and were not compensated for the time they remained under the control of CSSI, because the timekeeping system did not allow employees to clock back in or make adjustments to their time records once they clocked out. Thus, CSSI failed to track the time Mr. Macias and other aggrieved employees spent working before and after their shifts, and Mr. Macias and other aggrieved employees received no compensation for this time.

Third, during the relevant period, on information and belief, CSSI had a company-wide policy and/or practice of improperly rounding employees' clock-in and/or clock-out times in its timekeeping system to the start and/or end of their scheduled hours worked, rather than their actual hours worked. Moreover, on information and belief, CSSI's timekeeping system rounded employees' clock-in and clock-out duration times to the nearest quarter (0.25) of an hour. CSSI's rounding policy resulted in the failure to compensate Mr. Macias and other aggrieved employees fully for all hours worked, causing Mr. Macias and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. CSSI's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Mr. Macias and other aggrieved employees. To the extent CSSI's rounding policy has taken away time worked that was eligible for overtime, Mr. Macias and other aggrieved employees were denied overtime pay for all hours worked. Alternatively, CSSI had, and continues to have, a company-wide policy and/or practice of failing to record hours worked by its employees. Instead, on information and belief, CSSI's policy and/or practice is to simply pay employees, including Mr. Macias and other aggrieved employees, for the hours they are scheduled to work. Because CSSI failed to accurately record their actual hours worked, Mr. Macias and other aggrieved employees were not paid for all hours worked before or after their scheduled shifts.

Fourth, CSSI had, and continues to have, a company-wide policy and/or practice of understaffing its work sites, resulting in a failure to provide other aggrieved employees with adequate meal period

coverage. CSSI also understaffed its work sites by adopting a single-staffing model for certain posts, which exacerbated the lack of meal period coverage for employees. As a result of CSSI's policy of understaffing and/or single-staffing, other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. CSSI also had company-wide policies and/or practices of failing to schedule meal periods and requiring employees to remain on the premises during meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, other aggrieved employees missed meal periods and/or had meal periods interrupted in order to attend to their work duties. CSSI did not compensate other aggrieved employees for the time they spent working off the clock during meal periods.

CSSI knew or should have known that as a result of these company-wide practices and/or policies, Mr. Macias and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Macias and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Macias and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, CSSI did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CSSI paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CSSI failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CSSI failed to pay all overtime wages by paying a lower overtime rate than required.

CSSI's failure to pay Mr. Macias and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

As stated, during the relevant time period, as a result of CSSI's written policies of requiring employees to report to work 15 minutes before their shifts and requiring employees to remain on duty after their scheduled shifts until they could be relieved by the next shift, CSSI systematically failed to pay Mr. Macias and other aggrieved employees for actual hours worked before and/or after their scheduled shifts, because on information and belief, these hours were not accurately recorded.

Furthermore, as stated, CSSI had a company-wide policy and/or practice of rounding Mr. Macias's and other aggrieved employees' hourly clock-in and/or clock-out times in its timekeeping system to the start and/or end of their scheduled shift times and/or to the nearest quarter-hour, resulting in the failure to compensate them for all hours worked. Alternatively, CSSI had a company-wide policy and/or practice of only paying Mr. Macias and other aggrieved employees for their scheduled shifts, rather than their actual hours worked, because CSSI failed to track hours worked outside of their scheduled shifts.

In addition, as stated, due to CSSI's uniform policies and/or practices of understaffing and/or single-staffing, failing to schedule meal periods, requiring employees to stay on the work premises during meal periods, and resultant lack of meal period coverage, other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods. As a result, other aggrieved employees were not relieved of all duties during unpaid meal periods.

Thus, CSSI did not pay at least minimum wages for all hours worked by Mr. Macias and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CSSI did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CSSI regularly failed to pay at least minimum wages to Mr. Macias and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty

meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

During the relevant time period, CSSI had, and continues to have, a company-wide policy and/or practice of understaffing its work sites, resulting in a failure to provide Mr. Macias and other aggrieved employees with adequate meal period coverage. CSSI also understaffed its work sites by adopting a single-staffing model for certain posts, which exacerbated the lack of meal period coverage for employees. As a result of CSSI's policy of understaffing and/or single-staffing, combined with a failure to adhere to a schedule for meal periods, Mr. Macias and other aggrieved employees were prevented from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Macias and other aggrieved employees have had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Macias missed his meal periods entirely or took his meal periods late, after having worked in excess of five (5) hours into his shift, in order to adhere to CSSI's requirement that posts to be maintained by at least one employee at all times. Moreover, Mr. Macias's meal periods were interrupted whenever he was required to attend to vehicles entering and exiting the work site.

Furthermore, during the relevant time period, CSSI maintained and implemented a company-wide on-premises meal period policy, which mandated that Mr. Macias and other aggrieved employees remain on the work premises during their meal periods. To the extent CSSI required Mr. Macias and other aggrieved employees to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Mr. Macias and other aggrieved employees and do not necessitate an "on-duty" meal period under California law. CSSI could have provided rover meal period coverage for its employees or staffed more than one employee at certain posts, but chose not to do so. Because Mr. Macias and other aggrieved employees were restricted from leaving the premises during meal periods, had to remain alert and on-duty at all times while at their post, and because they were not provided with adequate meal period coverage, Mr. Macias and other aggrieved employees were subject to CSSI's control and suffered to work during meal periods. Moreover, CSSI's "Meal Break – On Duty" agreement did not inform Mr. Macias and other aggrieved employees that they are entitled to a 30-minute on-duty meal period and that on-duty meal periods must be timely.

Additionally, CSSI did not schedule second meal periods and had no policy for permitting Mr. Macias and other aggrieved employees to take second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Mr. Macias would sometimes work shifts in excess of ten (10) hours per day, but was not provided a second meal period during these shifts. Mr. Macias and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, CSSI knew or should have known that, as a result of these policies, Mr. Macias and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. CSSI also knew or should have known that they did not pay Mr. Macias and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed. Further, to the extent that CSSI's rounding policy reported that Mr. Macias and/or other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Macias and/or other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Moreover, CSSI engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Macias and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that CSSI did pay other aggrieved employees for missed, late, and interrupted meal periods, CSSI did not pay other aggrieved employees at the correct rate of pay for premiums because CSSI systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CSSI failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, CSSI regularly failed to authorize and permit Mr. Macias and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CSSI's company-wide practices of understaffing and/or single-staffing prevented Mr. Macias and other aggrieved employees from being relieved of all duty to take their rest periods. CSSI also failed to schedule rest periods, which, coupled with CSSI's failure to provide adequate rest period coverage, further led to Mr. Macias and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, CSSI maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Macias and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Macias and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CSSI effectively maintained control over Mr. Macias and other aggrieved employees during rest periods.

As a result of CSSI's practices and policies, Mr. Macias and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Macias missed his rest periods entirely due to the lack of rest period coverage and CSSI's requirement that he remain on-duty at all times.

CSSI has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Macias and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CSSI did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CSSI did not pay other aggrieved employees at the correct rate of pay for premiums because CSSI failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CSSI failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CSSI has not provided Mr. Macias and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CSSI has knowingly and intentionally provided Mr. Macias and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CSSI issued uniform wage statements to Mr. Macias and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, CSSI violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CSSI did not record the time Mr. Macias and other aggrieved employees spent working off the clock and improperly rounded their total hours worked, CSSI did not list the correct amount of gross wages and net wages earned by Mr. Macias and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5). For the same reason, CSSI failed to accurately list the total number of hours worked by Mr. Macias and other aggrieved employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and

corresponding accurate number of work hours worked at each hourly rate in violation of section 226(a)(9).

Further, because CSSI did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, CSSI did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). CSSI also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CSSI willfully failed to maintain accurate payroll records for Mr. Macias and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Macias's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CSSI engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and stop times for Mr. Macias and other aggrieved employees, in violation of section 1198. Furthermore, in light of CSSI's failure to provide Mr. Macias and other aggrieved employees with second 30-minute meal periods to which they were entitled, CSSI kept no records of meal start and end times for second meal periods.

Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CSSI willfully failed to pay Mr. Macias and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

CSSI willfully failed to pay Mr. Macias and other aggrieved employees who are no longer employed by CSSI the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving CSSI's employ.

Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and

maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 4-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

During the relevant time period, CSSI had a company-wide policy of requiring Mr. Macias and other aggrieved employees to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but CSSI failed to reimburse them for the costs of their work-related mobile device expenses. Mr. Macias and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages from CSSI’s management. For example, Mr. Macias used his personal cellular phone to communicate with CSSI’s supervisors regarding work-related matters, such as patrolling the job site, maintaining safety, and monitoring vehicle access points. Although CSSI required Mr. Macias and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related duties, CSSI failed to reimburse them for these costs.

Also, during the relevant time period, CSSI required Mr. Macias and other aggrieved employees to “be in a complete, clean Centurion Security Services, Inc. uniform at ALL times while on-duty.” Pursuant to CSSI’s written “General Rules and Regulations,” CSSI required Mr. Macias and other aggrieved employees to wear uniforms bearing the company logo, including a clean uniform shirt, approved jacket, and reflective vest. However, CSSI did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, CSSI only provided Mr. Macias and other aggrieved employees with one uniform shirt and one reflective vest at the time of hire. Because CSSI failed to provide Mr. Macias and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Macias and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. Thus, CSSI failed to maintain the uniforms it required Mr. Macias and other aggrieved employees to wear during their shifts and forced employees to incur the cost of maintaining them.

CSSI could have provided Mr. Macias and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, as well as an adequate number of uniforms and/or access to laundering services. Or CSSI could have reimbursed employees for the cost of their mobile device expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, CSSI passed these operating costs off onto Mr. Macias and other aggrieved employees. At all relevant times, Mr. Macias did not earn at least two (2) times the minimum wage.

Thus, CSSI had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act

provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, CSSI failed, on a company-wide basis, to provide written notice to Mr. Macias and other aggrieved employees that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, CSSI failed to provide Mr. Macias and other aggrieved employees with the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that CSSI provided to Mr. Macias is blank where the aforementioned wage information should be filled in. CSSI's failure to provide Mr. Macias and other aggrieved employees with written notice of basic information regarding their employment with CSSI is in violation of California Labor Code section 2810.5.

Mr. Macias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." CSSI, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Macias's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Macias seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Macias, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against CSSI for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Macias seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Anthony Castillo", with a stylized flourish at the end.

Anthony Castillo

Copy: CENTURION SECURITY SERVICES, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 4420

CENTURION SECURITY SERVICES, INC.
3843 S BRISTOL STREET #179
SANTA ANA, CA 92704

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

CENTURION SECURITY SERVICES, INC.
3843 S BRISTOL STREET #179
SANTA ANA, CA 92704

9590 9402 1512 5362 2475 32



2. Article Number (Transfer from service label)

7022 2410 0000 2406 4420

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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8. Return to sender (if required)

CENTURION SECURITY SERVICES, INC.
3843 S BRISTOL STREET #179
SANTA ANA, CA 92704

7022 2410 0000 2406 4420

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

CENTURION SECURITY SERVICES, INC.
3843 S BRISTOL STREET #179
SANTA ANA, CA 92704



9590 9402 1512 5362 2475 32

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4420

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
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- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail-Restricted Delivery
(10)

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los
4 Angeles, California 90067.

5 On **February 24, 2023**, I served the document described as: **FIRST AMENDED**
6 **CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE**
7 **PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET**
8 **SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy
9 thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

7 Robyn Marie Hamilton
8 3843 S Bristol St Ste 179
9 Santa Ana CA 92704

Registered Agent for Defendants
CENTURION SECURITY SERVICES, INC.

10 [✓] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
11 for mailing in the ordinary course of business at Los Angeles, California. I am “readily
12 familiar” with this firm’s practice of collection and processing correspondence for
13 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal
14 Service that same day in the ordinary course of business with postage thereon fully
15 prepaid at Los Angeles, California.

16 [] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
17 California, by e-mail delivery on the parties listed herein at their most recent known e-
18 mail address or e-mail of record in this action.

19 [] **BY FAX:** I hereby certify that this document was served from Los Angeles, California,
20 by facsimile delivery on the parties listed herein at their most recent fax number of
21 record in this action.

22 [] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
23 electronically via One Legal eService to the individuals listed above, as they exist on
24 that database. This will constitute service of the document(s).

25 [] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of
26 collection and processing correspondence for overnight delivery. Under that practice,
27 overnight packages are enclosed in a sealed envelope with a packing slip attached
28 thereto fully prepaid. The packages are picked up by the carrier at our offices or
delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on **February 24, 2023**, at Los Angeles, California.

23 Sophia Flores
24 Type/Print Name


Signature