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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAR 28 2023

BY: 
Jasmine Segura, Deputy

Attorneys for Plaintiff Ryan Glover, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RYAN GLOVER, on behalf of himself and all
"aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

WATCHMEN, INC., a California corporation,
d/b/a WATCHMEN PATROL, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: **CIV SB 2307197**

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 510, 512, 1174,
1174.5, AND 1194 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**



1 Plaintiff RYAN GLOVER (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, codified as Labor Code §§
3 2698 *et seq.*, complains of WATCHMEN, INC., a California corporation, d/b/a WATCHMEN
4 PATROL, and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”),
5 as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay Plaintiff and Aggrieved Employees all minimum and overtime
16 wages due during the course of employment, in violation of Labor Code §§ 510, 558, and 1194.
17 Defendants required Plaintiff and Aggrieved Employees to be on-call, without pay. If they were not
18 called in to work while on-call, Defendants would not compensate them for time spent on-call,
19 notwithstanding the fact they were subject to Defendants’ control during this on-call time. If they
20 were called into work while on-call, Defendants would only compensate them for the time spent
21 working at the jobsite and not for the time spent on-call. An employer is obligated to pay the wages
22 of an hourly employee for all time that the employee is under the control of the employer, and this
23 includes all the time the employee is suffered or permitted to work, whether or not required to do so.
24 When Plaintiff and Aggrieved Employees were on-call, they were under the control of Defendants
25 and required to be compensated for all hours worked. Defendants, however, failed to do so. These
26 instances deprived Plaintiff and Aggrieved Employees of significant hours worked and minimum and
27 overtime wages due, and constitute violations of Labor Code §§ 510, 558, and 1194 and IWC Wage
28 Order 4-2001;

1 b. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
2 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.
3 Plaintiff and other Aggrieved Employees were routinely unable to take a 10-minute rest period for
4 every four (4) hours of work or major fraction thereof, but were not paid premium wages of one
5 hour's pay for each missed rest period. When they were able to take a rest period, Aggrieved
6 Employees were impermissibly required to remain on the company premises, thereby subjecting them
7 to Defendants' control. This violates Labor Code § 226.7 and IWC Wage Order 4-2001;

8 c. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
9 were denied proper meal periods, in violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5,
10 and 1194 and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were routinely
11 denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift
12 worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every
13 shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each
14 missed first or second meal period. Plaintiff and Class Members were also impermissibly required to
15 remain on the company premises during their meal periods, thereby subjecting them to Defendants'
16 control and are therefore entitled to be paid for this time, which they were not. Defendants also failed
17 to maintain meal period records showing the start and stop time of meal periods. These instances
18 violate Labor Code §§ 226.7, 510, 512, 1174, 1174.5, and 1194 and IWC Wage Order 4-2001;

19 d. Failing to provide Plaintiff and other Aggrieved Employees with wage
20 statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a).
21 Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above. As such, the
22 wage statements provided by Defendants failed to accurately state all gross wages earned, in violation
23 of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2)
24 and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate, in violation of Labor Code §§ 226(a)(9) and 226.3; and

27 e. Failing to timely pay Plaintiff and other Aggrieved Employees all wages due
28 at the separation of their employment based on the time frames required by Labor Code §§ 201 and

1 202. As stated above, Plaintiff and Aggrieved Employees were not paid all wages due during the
2 course of their employment and, as a result of this failure, they were not timely paid all wages due at
3 the separation of their employment. Furthermore, when Plaintiff was terminated, he was not issued his
4 final wages on the day of his termination—instead, he was issued his final wages several days later.
5 Plaintiff alleges that Defendants maintain a policy of untimely paying final wages to their former
6 employees. This violates Labor Code §§ 201-202 and is alleged on behalf of Plaintiff and certain
7 Aggrieved Employees no longer employed by Defendants.

8 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
9 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

10 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
11 The Labor Code violations alleged against Defendants herein arose San Bernardino County,
12 California.

13 II.

14 PARTIES

15 A. Plaintiff

16 5. Plaintiff RYAN GLOVER was employed by Defendants as a non-exempt employee
17 from approximately October 2022 through January 2023 in San Bernardino County, California.

18 B. Defendant

19 6. Defendant WATCHMEN, INC. is a California corporation doing business as
20 WATCHMEN PATROL, which employed Plaintiff and Aggrieved Employees in San Bernardino
21 County, California.

22 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
24 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
25 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
26 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
27 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
28 designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, AND 1194 AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, and 1194; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On January 20, 2023, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of January 20, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: March 28, 2023

Respectfully submitted,

GAINES & GAINES
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