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LUCIANO VILLA DORANTES

FILED
Superior Court of California
County of Los Angeles
10/13/2025

David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LUCIANO VILLA DORANTES,
individually, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

vs.

JOOMYUNG SECURITY INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.: 25STCV29450

**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 §§ 246, 246.5 (Failure to Provide Sick Leave Pay);
- (6) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (9) Violation of California Labor Code § 2802

- (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

Plaintiff Luciano Villa Dorantes, individually and on behalf of all other members of the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees, alleges as follows:

JURISDICTION AND VENUE

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

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play

1 and substantial justice.

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

5 **THE PARTIES**

6 4. Plaintiff Luciano Villa Dorantes is a resident of Los Angeles, in Los Angeles
7 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee
8 from approximately February 16, 2019 to August 11, 2024. Plaintiff worked for Defendants as a
9 Security Guard at various locations all over the Los Angeles area in California. During his
10 employment, Plaintiff typically worked seven (7) to eighteen (18) hours per day and five (5) days
11 per week. Plaintiff's primary job duties included, without limitation, monitoring and patrolling
12 premises, preventing unauthorized access, ensuring safety, enforcing rules, responding to
13 incidents, and reporting suspicious activity. Plaintiff was paid at a rate of \$17.30 per hour.

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

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

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

24 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
25 and omissions alleged herein was performed by, or is attributable to JOOMYUNG SECURITY,
26 INC. and/or DOES 1 through 10 (collectively, "Defendants" or "JOOMYUNG"), each acting as
27 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
28 other co-Defendants and was acting within the course and scope of such agency, employment,

1 joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of
2 any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

10 GENERAL ALLEGATIONS

11 11. Defendants provide professional on-site security services—offering uniformed
12 guard and patrol services to monitor premises, control access, deter incidents, respond to
13 emergencies, and report suspicious activity around the clock. Upon information and belief,
14 Defendants maintain a single, centralized Human Resources (“HR”) department at their company
15 headquarters in Los Angeles, California, which is responsible for the recruiting and hiring of new
16 employees, and communicating and implementing Defendants' company-wide policies,
17 including timekeeping policies and meal and rest period policies, to employees throughout
18 California.

19 12. In particular, Plaintiff and class members, on information and belief, received the
20 same standardized documents and/or written policies. Upon information and belief, the usage of
21 standardized documents and/or written policies, including new-hire documents, indicate that
22 Defendants dictated policies at the corporate level and implemented them company-wide,
23 regardless of their employees' assigned locations or positions. Upon information and belief,
24 Defendants set forth uniform policies and procedures in several documents provided at an
25 employee's time of hire.

26 13. Upon information and belief, Defendants maintain a centralized Payroll
27 department at their company headquarters in Los Angeles, California, which processes payroll
28 for all non-exempt, hourly paid employees working for Defendants at their various locations in

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

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

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

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

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

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

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

1 pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30)
2 minute meal period.

3 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to rest periods in accordance
5 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
6 additional hour of pay at their regular rates of pay when they were not authorized and permitted
7 to take a compliant rest period and that Plaintiff and class members were not authorized and
8 permitted to take compliant rest periods or provided 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 compliant
10 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 Labor
14 Code, Plaintiff and class members were not provided complete and accurate wage statements.

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

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

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to timely payment of wages
26 during their employment. In violation of the California Labor Code, Plaintiff and class members
27 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
28 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 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

27. 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 Labor and Workforce Development Agency ("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.

28. 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."

29. 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.

30. 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

1 online filing with the LWDA and by certified mail to the employer of the
2 specific provisions of the California Labor Code alleged to have been
3 violated, including the facts and theories to support the alleged violation.

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

7 (c) The LWDA shall notify the employer and the aggrieved employee or
8 representative by certified mail that it does not intend to investigate the
9 alleged violation ("LWDA Notice") within sixty (60) calendar days of the
10 postmark date of the aggrieved employee's notice. Upon receipt of the
11 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
12 calendar days of the postmark date of the aggrieved employee's notice, the
13 aggrieved employee may commence a civil action pursuant to California
14 Labor Code section 2699 to recover civil penalties.

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

18 (a) The aggrieved employee or representative shall give written notice by
19 online filing with the LWDA and by certified mail to the employer of the
20 specific provisions of the California Labor Code alleged to have been
21 violated (other than those listed in Section 2699.5), including the facts and
22 theories to support the alleged violation.

23 (b) An aggrieved employee's notice filed with the LWDA pursuant to
24 2699.3(c) and any employer response to that notice shall be accompanied
25 by a filing fee of seventy-five dollars (\$75).

26 (c) The employer may cure the alleged violation within thirty-three (33)
27 calendar days of the postmark date of the notice sent by the aggrieved
28 employee or representative. The employer shall give written notice within

1 that period of time by certified mail to the aggrieved employee or
2 representative and by online filing with the LWDA if the alleged violation
3 is cured, including a description of actions taken, and no civil action
4 pursuant to Section 2699 may commence. If the alleged violation is not
5 cured within the 33-day period, the aggrieved employee may commence a
6 civil action pursuant to Section 2699.

7 32. On August 8, 2025, Plaintiff provided written notice by online filing to the
8 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
9 Code alleged to have been violated, including facts and theories to support the alleged violations,
10 in accordance with California Labor Code section 2699.3. Plaintiff's written notice was
11 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
12 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
13 Number LWDA-CM-1117481-25. A true and correct copy of Plaintiff's written notice to the
14 LWDA and Defendants is attached hereto as "Exhibit 1."

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

18 34. Thus, Plaintiff has satisfied the administrative prerequisites under California
19 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
20 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 558,
21 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations Title 8,
22 Section 3395.

23 35. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare Commission
26 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
27 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
28 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each

1 pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides
 2 “[t]he civil penalties provided for in this section are in addition to any other civil or criminal
 3 penalty provided by law.

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

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

10 38. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
 11 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
 12 private attorney general, seeks assessment and collection of civil penalties for herself, all other
 13 aggrieved employees, and the State of California against Defendants for violations of California
 14 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 558, 1174(d), 1182.12,
 15 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations Title 8, Section 3395.

16 **CLASS ACTION ALLEGATIONS**

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

20 40. All claims alleged herein arise under California law for which Plaintiff seeks
 21 relief authorized by California law.

22 41. Plaintiff’s proposed class consists of and is defined as follows:

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

26 42. Plaintiff’s proposed subclass consists of and is defined as follows:

27 All persons who worked for Defendants as non-exempt, hourly
 28 paid employees in California and who received at least one wage

1 statement within one (1) year prior to the filing of the initial
2 complaint until the date of trial (“Subclass”).

3 43. Members of the Class and Subclass are referred to herein as “class members.”

4 44. Plaintiff reserves the right to redefine the Class and Subclass and to add additional
5 subclasses as appropriate based on further investigation, discovery, and specific theories of
6 liability.

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

- 9 (a) Whether Defendants required Plaintiff and class members to work over
10 eight (8) hours per day, over twelve (12) hours per day, or over forty
11 (40) hours per week and failed to pay all legally required overtime
12 compensation to Plaintiff and class members;
- 13 (b) Whether Defendants failed to pay Plaintiff and class members at least
14 minimum wages for all hours worked;
- 15 (c) Whether Defendants failed to provide Plaintiff and class members with
16 meal periods;
- 17 (d) Whether Defendants failed to authorize and permit Plaintiff and class
18 members to take rest periods;
- 19 (e) Whether Defendants failed to authorize and permit Plaintiff and class
20 members to take paid sick leave;
- 21 (f) Whether Defendants provided Plaintiff and class members with complete
22 and accurate wage statements as required by California Labor Code
23 section 226(a);
- 24 (g) Whether Defendants maintained accurate payroll records as required by
25 California Labor Code section 1174(d);
- 26 (h) Whether Defendants failed to pay earned overtime wages, minimum
27 wages, meal and rest period premiums, and/or vested vacation wages due
28 to Plaintiff and class members upon their discharge;

- 1 (i) Whether Defendants failed timely to pay overtime wages, minimum
2 wages, and/or meal and rest period premiums, due to Plaintiff and class
3 members during their employment;
- 4 (j) Whether Defendants failed to reimburse Plaintiff and class members for
5 necessary and required business-related expenditures and/or losses
6 incurred by them in the scope of their employment;
- 7 (k) Whether Defendants engaged in unlawful and unfair business practices
8 in violation of California Business & Professions Code sections 17200,
9 *et seq.*; and
- 10 (l) The appropriate amount of damages, restitution, or monetary penalties
11 resulting from Defendants' violations of California law.

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

- 14 (a) Numerosity: The class members are so numerous that joinder of all
15 members would be unfeasible and impractical. The membership of the
16 entire class is unknown to Plaintiff at this time; however, the class is
17 estimated to be greater than one hundred (100) individuals and the
18 identity of such membership is readily ascertainable by inspection of
19 Defendants' employment records.
- 20 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
21 protect the interests of each class member with whom he has a well-
22 defined community of interest, and Plaintiff's claims (or defenses, if
23 any) are typical of all class members as demonstrated herein.
- 24 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
25 protect the interests of each class member with whom he has a well-
26 defined community of interest and typicality of claims, as demonstrated
27 herein. Plaintiff acknowledges that he has an obligation to make known
28 to the Court any relationship, conflicts or differences with any class

1 member. Plaintiff's attorneys, the proposed class counsel, are versed in
2 the rules governing class action discovery, certification, and settlement.
3 Plaintiff has incurred, and throughout the duration of this action, will
4 continue to incur costs and attorneys' fees that have been, are, and will
5 be necessarily expended for the prosecution of this action for the
6 substantial benefit of each class member.

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

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

22 FIRST CAUSE OF ACTION

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

24 (Against all Defendants)

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

27 48. Labor Code section 1198 makes it illegal to employ an employee under conditions
28 of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section

1 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . .
2 standard conditions of labor for employees. The employment of any employee . . . under
3 conditions of labor prohibited by the order is unlawful.”

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

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

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

17 52. California Labor Code section 510 codifies the right to overtime compensation at
18 one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
20 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate of
21 pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a
22 day on the seventh (7th) day of work.

23 53. During the relevant time period, Defendants willfully failed to pay all overtime
24 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
25 members were not paid overtime premiums for all of the hours they worked in excess of eight
26 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
27 in a week, because all hours worked were not recorded.

28 54. First, during the relevant period, Defendants had, and continue to have, a

1 company-wide policy and/or practice of paying Plaintiff and class members at their base hourly
2 rate rather than time-and-a-half or two times their regular rate of pay. Under information and
3 belief, Defendants failed to implement an election procedure required by the applicable wage
4 order in order to utilize an alternative workweek schedule. However, even if Defendants
5 followed the proper procedures to establish an alternative workweek schedule, the applicable
6 wage order permits only “a regularly scheduled alternative workweek schedule of not more than
7 ten (10) hours per day within a 40 hour workweek without the payment of an overtime rate of
8 compensation.” IWC Wage Order No. 4-2001(3)(B)(1). Here, Plaintiff and class members
9 routinely worked in excess of ten (10) hours per day and forty (40) hours per week but were paid
10 at their base hourly rate.

11 55. Second, Defendants frequently contacted Plaintiff and class members on their
12 personal cellular phones while they were off the clock—as well as during unpaid meal periods—
13 to discuss work-related matters, including, but not limited to, scheduling. However, Defendants
14 failed to compensate Plaintiff and class members for this time spent communicating with
15 Defendants’ management.

16 56. Because Plaintiff and class members worked shifts of eight (8) hours or more a
17 day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
18 premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of
19 the overtime hours they actually worked.

20 57. Defendants’ failure to pay Plaintiff and class members the balance of overtime
21 compensation as required by California law, violates the provisions of California Labor Code
22 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
23 members are entitled to recover from Defendants their unpaid overtime compensation, as well as
24 interest, costs, and attorneys’ fees.

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SECOND CAUSE OF ACTION**Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)**

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

59. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 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, § 11090(2)(H) (defining “Hours Worked”).

60. During the relevant period, Defendants frequently contacted Plaintiff and class members on their personal cellular phones while they were off the clock to discuss work-related matters, including, but not limited to, scheduling. However, Defendants failed to compensate Plaintiff and class members for this time spent communicating with Defendants’ management.

61. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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.

62. Defendants’ failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1 **THIRD CAUSE OF ACTION**

2 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

3 **Violations**

4 **(Against all Defendants)**

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

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

14 65. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

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

23 67. At all relevant times herein set forth, the applicable IWC Wage Order authorizes
24 "on duty" meal periods only if (1) the nature of the work prevents the employee from being
25 relieved of all duty and (2) when there is a written agreement stating that the employee may, in
26 writing, revoke the agreement at any time.

27 68. First, during the relevant period, the demands of Plaintiff and class members'
28 workload routinely prevented them from taking legally compliant meal periods. For instance,

1 Plaintiff was frequently the sole guard assigned to a location, and as a result, emergencies or
2 security concerns often required him to delay, work through, or have his meal periods
3 interrupted. These interruptions stemmed directly from his duty to ensure public safety, making
4 uninterrupted, off-duty meal periods often impossible.

5 69. Second, during during the relevant period, Plaintiff and class members routinely
6 worked through meal periods and/or took “on duty” meal periods. However, under information
7 and belief, Plaintiff and class members never signed revocable, written “on duty” meal period
8 agreements.

9 70. On information and belief, Defendants engaged in a company-wide practice
10 and/or policy of not paying meal period premiums owed when compliant meal periods were not
11 provided. Because of this practice and/or policy, Plaintiff and class members have not received
12 premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums were
13 paid, on information and belief, Defendants failed to pay premiums at the regular rate of pay. As
14 a result, Defendants failed to provide Plaintiff and class members compliant meal periods in
15 violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal
16 period premiums due.

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

21 **FOURTH CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 23 **(Against all Defendants)**

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

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

1 74. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 75. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC. To comply with its obligation to authorize and permit rest periods
10 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
11 must “relinquish any control over how employees spend their break time, and relieve their
12 employees of all duties—including the obligation that an employee remain on call. A rest
13 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
14 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also
15 provide that rest periods shall be counted as hours worked for which there shall be no deduction
16 from wages.

17 76. Pursuant to the applicable IWC Wage Order and California Labor Code section
18 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional
19 hour of pay at their regular rates of pay for each work day that a required rest period was not
20 authorized and permitted.

21 77. During the relevant period, as with meal periods, the demands of Plaintiff and
22 class members’ workload routinely prevented them from taking legally compliant rest periods.
23 For instance, Plaintiff was frequently the sole guard assigned to a location, and as a result,
24 emergencies or security concerns often required him to delay, work through, or have his rest
25 periods interrupted. These interruptions stemmed directly from his duty to ensure public safety,
26 making uninterrupted, duty-free rest periods often impossible.

27 78. As a result of Defendants’ practices and policies, Plaintiff and class members
28 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without

1 receiving all uninterrupted rest periods to which they were entitled.

2 79. Defendants have also engaged in a company-wide practice and/or policy of not
3 paying rest period premiums owed when compliant rest periods are not authorized and permitted.
4 Because of this practice and/or policy, Plaintiff and class members have not received premium
5 pay for all missed rest periods. To the extent that Defendants paid rest period premiums, on
6 information and belief, Defendants failed to pay premiums at the regular rate of pay.

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

11 **FIFTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 246 and 246.5—Failure to Provide Sick Leave Pay**
13 **(Against all Defendants)**

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

16 82. At all relevant times, California Labor Code sections 246 and 246.5 require that
17 employers must provide eligible employees with at least one hour of paid sick leave for every
18 thirty (30) hours worked, or no less than twenty-four (24) hours or three (3) days of paid sick
19 leave per year of employment. Moreover, California Labor Code section 246.5(c)(1) prohibits
20 employers from denying an employee the right to use accrued sick days or requiring an
21 employee to work during a period for which they are entitled to use paid sick leave.

22 83. During the relevant period, Defendants violated California Labor Code sections
23 246 and 246.5 by failing to provide plaintiff and class members with paid sick leave as
24 required by law, and by denying them the right to use accrued sick leave when they were ill or
25 otherwise qualified to do so. Defendants maintained and enforced policies and practices that
26 discouraged or prohibited employees from taking sick leave, and instead required employees to
27 work while sick without compensation for paid sick leave. As a result of Defendants' unlawful
28 conduct, Plaintiff and class members were deprived of wages, paid sick leave benefits, and the

1 protections guaranteed by California law.

2 84. As a result of Defendants' violations of California Labor Code sections 246 and
3 246.5, Plaintiff and class members are entitled to recover all available remedies under the law,
4 including, but not limited to, payment of all unpaid sick leave wages.

5 **SIXTH CAUSE OF ACTION**

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

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

11 86. At all relevant times herein set forth, California Labor Code section 226(a)
12 provides that every employer shall furnish each of his or her employees an accurate and
13 complete itemized wage statement in writing, including, but not limited to, the name and address
14 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
15 and all applicable rates of pay.

16 87. At all relevant times, Defendants have knowingly and intentionally provided
17 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
18 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail
19 to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable
20 hourly rates in effect during the pay period, including rates of pay for overtime wages, and the
21 corresponding number of hours worked at each hourly rate; all deductions; the inclusive dates of
22 the pay periods; the last four digits of employees' social security numbers or employee
23 identification numbers; and the name and legal address of the employer. Specifically,
24 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(3), 226(a)(4), 226(a)(5), 226(a)(6),
25 226(a)(7), 226(a)(8), and 226(a)(9).

26 88. Because Defendants did not record the time Plaintiff and Subclass members spent
27 working off the clock, Defendants did not list the correct amount of gross wages and net wages
28 earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5).

1 For the same reason, Defendants failed to accurately list the total number of hours worked by
2 Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable
3 hourly rates of pay in effect during the pay period and the corresponding accurate number of
4 hours worked at each hourly rate, in violation of section 226(a)(9).

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

13 90. California Labor Code section 1174(d) provides that “[e]very person employing
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
15 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants
16 or establishments at which employees are employed, payroll records showing the hours worked
17 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
18 piece rate paid to, employees employed at the respective plants or establishments” At all
19 relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to
20 maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours
21 they worked and the wages paid thereto as a result of failing to record the off-the-clock hours
22 that they worked.

23 91. California Labor Code section 1198 provides that the maximum hours of work
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
25 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
26 of any employees for longer hours than those fixed by the order or under conditions of labor
27 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are
28 required to keep accurate time records showing when the employee begins and ends each work

1 period and meal period. During the relevant time period, Defendants engaged in company-wide
2 practices and/or policies of failing to record actual hours worked, and thereby failed to keep
3 accurate records of work period and meal period start and end times for Plaintiff and Subclass
4 members, in violation of section 1198.

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

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
11 **Termination**
12 **(Against all Defendants)**

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

15 94. This cause of action is dependent upon, and wholly derivative of, the overtime
16 wages, minimum wages, meal and rest period premiums, and/or vested vacation wages that were
17 not timely paid to Plaintiff and those class members no longer employed by Defendants upon
18 their termination.

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

26 96. Defendants willfully failed to pay Plaintiff and class members who are no longer
27 employed by Defendants the earned and unpaid wages set forth above, including but not limited
28 to, overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation

1 wages, either at the time of discharge, or within seventy-two (72) hours of their leaving
2 Defendants' employ.

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

9 **EIGHTH CAUSE OF ACTION**

10 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
11 **Employment**
12 **(Against all Defendants)**

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

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

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

23 101. At all times relevant herein, Labor Code section 204 provides that all wages
24 earned by any person in any employment between the sixteenth (16th) and the last day, inclusive,
25 of any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the first (1st) and the tenth (10th) day of the following month.

27 102. At all times relevant herein, Labor Code section 204 provides that all wages
28 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 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.

NINTH 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 an employer must reimburse employees 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 provides that: "[w]hen the employer requires the use of tools or equipment 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 provide and maintain hand tools and equipment customarily required by the trade or craft."

107. First, during the relevant period, Plaintiff and class members were routinely contacted by Defendants' managers on their personal cell phones for work-related matters while

on the clock as well as outside of scheduled hours. Defendants required employees to use their personal devices for business communications but failed to reimburse them for the associated expenses, including voice and data usage. Additionally, Plaintiff and class members were required to use personal cell phones to clock in and out.

108. Second, during the relevant period, Plaintiff and other aggrieved employees were forced to purchase their own uniform items, including shirts, pants, and shoes.

109. Third, during the relevant period, Plaintiff and other aggrieved employees were forced to purchase their own tools/items necessary to carry out their job duties. For example, Plaintiff was forced to purchase a baton and pepper spray. Due to the nature of his job, he had to purchase pepper spray on a regular basis.

110. Defendants could have reimbursed employees for the costs of their work-related expenses. Instead, Defendants passed these operating costs off onto Plaintiff and class members.

111. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

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

TENTH CAUSE OF ACTION

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

(Against all Defendants)

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

114. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,

1 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
2 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
3 those Labor Code sections not found in section 2699.5, including sections 516, 558, and
4 1182.12.

5 115. Defendants' conduct, as alleged herein, violates numerous sections of the
6 California Labor Code, including, but not limited to, the following:

- 7 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
8 Wage Order for Defendants' failure to compensate Plaintiff and other
9 aggrieved employees with all required overtime pay, as alleged herein;
- 10 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
11 and the applicable IWC Wage Order for Defendants' failure to
12 compensate Plaintiff and other aggrieved employees with at least
13 minimum wages for all hours worked, as alleged herein;
- 14 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
15 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
16 and other aggrieved employees with meal periods, as alleged herein;
- 17 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
18 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
19 and other aggrieved employees to take rest periods, as alleged herein;
- 20 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
21 IWC Wage Order for failure to provide accurate and complete wage
22 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 23 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
24 IWC Wage Order for failure to maintain payroll records, as alleged herein;
- 25 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
26 wages upon termination, as alleged herein;
- 27
- 28

- 1 (h) Violation of Labor Code section 204 for failure to pay all earned wages
2 during employment, as alleged herein; and
3 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and
4 other aggrieved employees for all business expenses necessarily incurred,
5 as alleged herein.

6 **ELEVENTH CAUSE OF ACTION**
7 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**
8 **Unlawful Business Practices**
9 **(Against all Defendants)**

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

12 117. Defendants are “persons” as defined by California Business & Professions Code
13 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
14 associations.

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

20 119. Defendants’ activities, as alleged herein, are violations of California law, and
21 constitute unlawful business acts and practices in violation of California Business & Professions
22 Code sections 17200, *et seq.*

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

- 26 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
27 class members, to work overtime without paying them proper
28

1 compensation in violation of California Labor Code sections 510 and
2 1198, and the applicable IWC Wage Order, as alleged herein;

3 (b) Failing to pay at least minimum wage to Plaintiff and class members in
4 violation of California Labor Code sections 1182.12, 1194, 1197,
5 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
6 herein;

7 (c) Failing to provide all meal periods to Plaintiff and class members in
8 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
9 and the applicable IWC Wage Order, as alleged herein;

10 (d) Failing to authorize and permit Plaintiff and class members to take all rest
11 periods in violation of California Labor Code sections 226.7, 516, and
12 1198, and the applicable IWC Wage Order, as alleged herein;

13 (e) Failing to authorize and permit Plaintiff and class members to utilize
14 accrued sick leave pay in violation of California Labor Code sections
15 246 and 246.5;

16 (f) Failing to provide Plaintiff and class members with accurate wage
17 statements and failing to maintain accurate payroll records in violation
18 of California Labor Code sections 226(a), 1174(d), and 1198, and the
19 applicable IWC Wage Order, as alleged herein;

20 (g) Failing timely to pay all earned wages to Plaintiff and class members in
21 violation of California Labor Code section 204, as alleged herein; and

22 (h) Failing to reimburse Plaintiff and class members for all business
23 expenses necessarily incurred in violation of California Labor Code
24 section 2802, as alleged herein.

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

28 122. Pursuant to California Business & Professions Code sections 17200, *et seq.*,

1 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
2 Defendants during a period that commences four years prior to the filing of the initial complaint;
3 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
4 class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure
5 section 1021.5 and other applicable laws; and an award of costs.

6 **TWELFTH CAUSE OF ACTION**

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

8 **Unfair Business Practices**

9 **(Against all Defendants)**

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

12 124. Defendants are "persons" as defined by California Business & Professions Code
13 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
14 associations.

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

20 126. Defendants' activities, namely Defendants' company-wide practice and/or policy
21 of not paying Plaintiff and class members all meal and rest period premiums due to them under
22 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee
23 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
24 section 226.7 is a "dual-purpose" remedy intended primarily to compensate employees, and
25 secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th
26 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class
27 members as part of their employment with Defendants, and thus Defendants' practice and/or
28 policy of denying these statutory benefits constitutes an unfair business practice in violation of

California Business & Professions Code sections 17200, *et seq.* (*Id.*)

127. 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.

128. 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 section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by 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 thirty-five thousand dollars (\$35,000), 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 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

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

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

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

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

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

As to the Third Cause of Action

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

17. 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 meal period was not provided;

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

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

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

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

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

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, declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code sections 246 and 246.5 as to Plaintiff and class members by willfully preventing Plaintiff and class members from accruing and utilizing paid sick leave;

31. That the Court make an award to Plaintiff and class members for payment to Plaintiff and class members of all unpaid sick leave wages owed under California Labor Code

sections 246 and 246.5;

32. For pre-judgment interest on all amounts due;

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

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

As to the Sixth Cause of Action

35. 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;

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

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

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

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

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

As to the Seventh Cause of Action

41. 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, meal and rest period premiums, and/or vested vacation wages owed at the time of termination of the employment of Plaintiff and other terminated class members;

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

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

44. For pre-judgment interest on any unpaid wages from the date such amounts were

1 due, or as otherwise provided by law;

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

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

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

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

9 48. For all actual, consequential and incidental losses and damages, according to
10 proof;

11 49. For statutory penalties according to proof pursuant to California Labor Code
12 section 210;

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

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

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

18 **As to the Ninth Cause of Action**

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

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

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

26 56. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 57. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),

or as otherwise provided by law; and

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

As to the Tenth Cause of Action

59. 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); and 2802 (by failing to reimburse business expenses);

60. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), 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 California Code of Regulations Title 8, Section 3395;

61. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' 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 California Code of Regulations Title 8, Section 3395;

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

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

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class

members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

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

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

As to the Twelfth Cause of Action

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

70. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

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

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

1 73. For pre-judgment and post-judgment interest as provided by law; and

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

3
4 Dated: October 13, 2025

BROCK & GONZALES, LLP
CLAYTON | BRANDES

6
7 By: 

D. Aaron Brock

Joseph D. Parsons

Attorneys for Plaintiff Luciano Villa Dorantes

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August 8, 2025

VIA ONLINE SUBMISSION

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

Subject: *Luciano Villa Dorantes v. Joomyung Security Inc*

Dear PAGA Administrator:

This office represents Luciano Villa Dorantes in connection with his claims under the California Labor Code. Mr. Villa was an employee of JOOMYUNG SECURITY INC ("JOOMYUNG").

The employer may be contacted directly at the address below:

JOOMYUNG SECURITY INC
2975 WILSHIRE BLVD #514
LOS ANGELES, CA 90010

Mr. Villa 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. Villa seeks relief on behalf of himself, the State of California, and other persons who are or were employed by JOOMYUNG in California as a non-exempt, hourly paid employee 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.

JOOMYUNG employed Mr. Villa as an hourly paid, non-exempt employee from approximately February 16, 2019 to August 11, 2024. Mr. Villa worked as a Security Guard at various locations all over the Los Angeles area. During his employment, Mr. Villa typically worked eight (8) to

sixteen (16) hours per day and five (5) days per week. Mr. Villa's job duties included, without limitation, monitoring and patrolling premises, preventing unauthorized access, ensuring safety, enforcing rules, responding to incidents, and reporting suspicious activity. Mr. Villa was paid at a rate of \$17.30 per hour at the time of his separation of employment with JOOMYUNG.

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

JOOMYUNG's Company-Wide and Uniform Payroll and HR Practices

JOOMYUNG is a California Corporation. JOOMYUNG provides professional on-site security services—offering uniformed guard and patrol services to monitor premises, control access, deter incidents, respond to emergencies, and report suspicious activity around the clock. Upon information and belief, JOOMYUNG maintains a single, centralized Human Resources (HR) department at its company headquarters in Los Angeles, California, for all non-exempt, hourly paid employees working for JOOMYUNG in California, including Mr. Villa and other aggrieved employees. At all relevant times, JOOMYUNG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Villa and other aggrieved employees, regardless of their location or position.

Upon information and belief, JOOMYUNG maintains a centralized Payroll department at its company headquarters in Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for JOOMYUNG in California, including Mr. Villa and other aggrieved employees. Further, JOOMYUNG issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Villa and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, JOOMYUNG utilized the same methods and formulas when calculating wages due to Mr. Villa 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 Industrial Welfare Commission ("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.

¹ These facts, theories, and claims are based on Mr. Villa's experience and counsel's review of those records currently available relating to Mr. Villa'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. Villa 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.

JOOMYUNG willfully failed to pay all overtime wages owed to Mr. Villa and other aggrieved employees. During the relevant time period, Mr. Villa 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 twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, JOOMYUNG had, and continue to have, a company-wide policy and/or practice of paying Mr. Villa and other aggrieved employees at their base hourly rate rather than time-and-a-half or two times their regular rate of pay. Under information and belief, JOOMYUNG failed to implement an election procedure required by the applicable wage order in order to utilize an alternative workweek schedule. However, even if JOOMYUNG followed the proper procedures to establish an alternative workweek schedule, the applicable wage order permits only “a regularly scheduled alternative workweek schedule of not more than ten (10) hours per day within a 40-hour workweek without the payment of an overtime rate of compensation.” IWC Wage Order No. 4-2001(3)(B)(1). Here, Mr. Villa and other aggrieved employees routinely worked in excess of ten (10) hours per day and forty (40) hours per week but were paid at their base hourly rate.

Second, JOOMYUNG frequently contacted Mr. Villa and other aggrieved employees on their personal cellular phones while they were off the clock to discuss work-related matters, including, but not limited to, scheduling. However, JOOMYUNG failed to compensate Mr. Villa and other aggrieved employees for this time spent communicating with JOOMYUNG’s management.

Because Mr. Villa and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Villa and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

JOOMYUNG’s failure to pay Mr. Villa 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. Villa 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 IWC Wage Order No. 9-2001 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, § 11090(2)(H) (defining “Hours Worked”).

As stated, during the relevant period, JOOMYUNG frequently contacted Mr. Villa and other aggrieved employees on their personal cellular phones while they were off the clock to discuss work-related matters, including, but not limited to, scheduling. However, JOOMYUNG failed to compensate Mr. Villa and other aggrieved employees for this time spent communicating with JOOMYUNG’s management.

Thus, JOOMYUNG did not pay minimum wages for all hours worked by Mr. Villa and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, JOOMYUNG 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, JOOMYUNG regularly failed to pay at least minimum wages to Mr. Villa 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. Villa 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 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.

During the relevant period, the demands of Mr. Villa's and other aggrieved employees' workload routinely prevented them from taking legally compliant meal periods. For instance, Mr. Villa was frequently the sole guard assigned to a location, and as a result, emergencies or security concerns often required him to delay, work through, or have his meal periods interrupted. These interruptions stemmed directly from his duty to ensure public safety, making uninterrupted, off-duty meal periods often impossible.

On information and belief, JOOMYUNG engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Villa and other aggrieved employees have not received premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums were paid, on information and belief, JOOMYUNG failed to pay premiums at the regular rate of pay.

As a result, JOOMYUNG failed to provide Mr. Villa and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

JOOMYUNG's conduct violates the applicable IWC Wage Order, and California Labor Code

sections 226.7, 512(a), 516, and 1198. Mr. Villa and other aggrieved employees are therefore entitled to recover from JOOMYUNG one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

Accordingly, JOOMYUNG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Villa and other aggrieved employees are entitled to 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 v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant period, as with meal periods, the demands of Mr. Villa's and other aggrieved employees' workload routinely prevented them from taking legally compliant rest periods. For instance, Mr. Villa was frequently the sole guard assigned to a location, and as a result, emergencies or security concerns often required him to delay, work through, or have his rest periods interrupted. These interruptions stemmed directly from his duty to ensure public safety, making uninterrupted, duty-free rest periods often impossible.

As a result of JOOMYUNG's practices and policies, Mr. Villa 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 rest periods to which they were entitled.

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

Accordingly, JOOMYUNG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Villa and other aggrieved employees are entitled to 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. JOOMYUNG has not provided Mr. Villa 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, JOOMYUNG has knowingly and intentionally provided Mr. Villa and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, JOOMYUNG issued uniform wage statements to Mr. Villa 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, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, JOOMYUNG violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because JOOMYUNG did not record the time Mr. Villa and other aggrieved employees spent working off-the-clock, JOOMYUNG did not list the correct amount of gross wages and net wages earned by Mr. Villa and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, JOOMYUNG failed to accurately list the total number of the hours worked by Mr. Villa 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 the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, on information and belief, because JOOMYUNG did not calculate Mr. Villa's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, JOOMYUNG 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). JOOMYUNG also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, 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 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 hours 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” At all relevant times, and in violation of Labor Code section 1174(d), JOOMYUNG willfully failed to maintain accurate payroll records for Mr. Villa 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.

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, JOOMYUNG 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 end times for Mr. Villa and other aggrieved employees, in violation of section 1198.

Because JOOMYUNG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Villa and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Villa and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Villa 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, JOOMYUNG failed to pay Mr. Villa and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Mr. Villa 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.

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

Mr. Villa 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. 16-2001, 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."

First, during the relevant period, Mr. Villa and other aggrieved employees were routinely contacted by JOOMYUNG's managers on their personal cell phones for work-related matters while on the clock as well as outside of scheduled hours. JOOMYUNG required employees to use their personal devices for business communications but failed to reimburse them for the associated expenses, including voice and data usage. Additionally, Mr. Villa and other aggrieved employees were required to use personal cell phones to clock-in and clock-out.

Second, during the relevant period, Mr. Villa and other aggrieved employees were forced to purchase their own uniform items, including shirts, pants, and shoes.

Third, during the relevant period, Mr. Villa and other aggrieved employees were forced to purchase their own tools/items necessary to carry out their job duties. For example, Mr. Villa was forced to purchase a baton and pepper spray. Due to the nature of his job, he had to purchase pepper spray on a regular basis.

JOOMYUNG could have reimbursed employees for the costs of their work-related cell phone expenses. Instead, JOOMYUNG passed these operating costs off onto Mr. Villa and other aggrieved employees.

Thus, JOOMYUNG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Mr. Villa and other aggrieved employees violates California Labor Code section 2802. Mr. Villa 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.” JOOMYUNG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Villa’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Villa 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. Villa, 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 JOOMYUNG 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, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Villa seeks all applicable 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:

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Joseph D. Parsons
Brock & Gonzales, LLP
6701 Center Dr. W., Ste. 610
Los Angeles, CA 90045-1597
(310) 492-5139

Best Regards,

A handwritten signature in blue ink, appearing to read 'JDP', with a long horizontal flourish extending to the right.

Joseph D. Parsons

Copy: JOOMYUNG SECURITY INC (via U.S. Certified Mail)