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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ALEXIS MORALES, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

KNOWLES SECURITY, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2023-01330854-CU-OE-CXC

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Alexis Morales (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against Knowles Security, Inc., a California corporation; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-203, 204, 226 *et. Seq.*, 226.7, 510, 512, 516, 558,
9 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Order
10 4 (“Wage Order 14”), in addition to seeking declaratory relief and restitution. This Complaint is
11 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 201-203, 204, 226 *et. Seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698
28 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”),

1 and Wage Order 4, which sets employment standards for security service companies.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
4 continue to do) business by providing security services in California and the United States,
5 employed Plaintiff within Orange County and the state of California and, therefore, were (and
6 are) doing business in Orange County and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner,
8 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
11 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
14 unlawful employment practices, wrongs, injuries and damages complained of herein.

15 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

17 7. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
28 all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants between approximately May 11, 2022 and May 27, 2022 as a “security guard”. Plaintiff received his last wage statement from Defendants on June 10, 2022. Plaintiff’s job responsibilities included providing security services at a residential complex, performing work at the front desk in addition to his duties in patrolling the premises. Plaintiff generally worked Monday through Friday from approximately 11:00 p.m. to 7:00 a.m.

10. Throughout the duration of Plaintiff’s employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked. Furthermore, Plaintiff and other non-exempt employees routinely worked overtime hours but did not receive overtime compensation equal to one and one-half times their regular rate of pay for all overtime hours worked. Specifically, Defendants maintained a strict policy/practice of only compensating Plaintiff and other non-exempt employees for their prescheduled hours in an effort to pay daily overtime wages due to them. As a consequence, Plaintiff and other non-exempt employees would routinely be clocked out by their supervisors once they reached their eighth hour worked in a given shift while required to remain on the premises until an employee scheduled to relieve them of their duties arrived so they could leave their posts. Depending on the timeliness of the employee scheduled to relieve Plaintiff, this exercise could take anywhere from 5-20 minutes each shift that it occurred, and occasionally longer, all time spent performing work for Defendants that went wholly and intentionally uncompensated by Defendants. Consequently, due to Defendants’ unlawful timekeeping and payment policies and practices that failed to compensate for all hours worked, Plaintiff and other non-exempt employees have been deprived of all required minimum, overtime wages earned.

11. Plaintiff and other non-exempt employees were not authorized to take all legally required rest periods. Plaintiff does not recall ever receiving a rest period throughout his employment with Defendants. Instead, he would be made to work generally throughout the entirety of his shifts without interruption. Defendants told Plaintiff that they would schedule other security guards to work to relieve Plaintiff for his breaks, but there were no security guards

1 available to relieve him due to Defendants' chronic and intentional understaffing of the facilities
2 that Plaintiff and other non-exempt employees worked at. Indeed, Plaintiff was generally the only
3 security guard working at his post during any given shift and was not relieved of his duties until
4 his shift concluded, thus making any rest periods that Defendants purport to have provided him
5 inherently on-duty and legally non-compliant. Accordingly, Plaintiff and other non-exempt
6 employees endured rest period violations, whether they were missed, short or on-duty on most, if
7 not all, shifts that they worked for Defendants. Despite Defendants' failure to authorize and
8 permit Plaintiff and other non-exempt employees to take all lawful paid rest periods, due to their
9 uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt
10 employees with an hour of pay at their regular rate for each rest period violation as required by
11 Labor Code § 226.7. Upon information and belief, during at least a portion of the class period,
12 Defendants maintained no payroll code or another mechanism for the payment of rest period
13 premiums in the event Plaintiff and other non-exempt employees were not authorized to take
14 lawful rest periods.
15

16 12. Defendants also did not provide Plaintiff and other non-exempt employees with
17 legally complaint meal periods. Specifically, Plaintiff and other non-exempt employees were
18 rarely, if ever, entitled to exercise the use of a thirty-minute uninterrupted meal period despite
19 almost always working at least 6.0 hours in a day. Rather, Plaintiff and other non-exempt
20 employees would generally work through their shifts without taking any time for a compliant
21 meal period whatsoever, instead opting to eat while on-duty working, if at all. Defendants were
22 not only aware of, but actively encouraged this practice. Plaintiff was instructed to get lunch
23 delivered on "Postmates", and to continue working through his entire shift without any relief from
24 his job duties. Furthermore, to the extent that Plaintiff and other non-exempt employees ever
25 received anything resembling a meal period, they were inherently non-compliant as Defendants
26 did not permit Plaintiff and other non-exempt employees to leave the premises of their job-sites
27 at any point during their shifts. Despite Defendants' failure to provide Plaintiff and other non-
28 exempt employees with all lawful meal periods due to their uniform and unlawful practices,

1 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
2 regular rate for each meal period violation as required by Labor Code § 226.7.

3 13. Defendants also maintained inaccurate payroll records, and issued inaccurate and
4 deficient wage statements, in part due to Defendant's failure to pay all minimum and overtime
5 wages, and meal and rest period premium wages. Moreover, Defendants failed to timely pay all
6 wages owed in violation of Labor Code § 204. Defendants' Labor Code § 2810.5 disclosure
7 states that Plaintiff was to be paid on the 11th and 26th of the month. Labor Code § 204(a) provides
8 that wages earned between the 16th and the last day of the month must be paid between the 1st and
9 10th day of the month. Labor Code § 204(d) provides that the requirements of Labor Code § 204
10 can be satisfied by biweekly payment of wages if the wages are paid not more than seven calendar
11 days following the closing of the payroll period. Defendants' policy violated the first requirement
12 because the payment for work performed between the 16th day of the month and the last day of
13 the month was not set to be paid by the 10th day of the following month. Instead, the payment
14 was not made until the 11th day of the following month. Defendants failed to satisfy Labor Code
15 § 204(d) because Plaintiff was not paid within seven calendar days following the close of the
16 payroll period, and instead had to wait until at least 10 days after the end of the payroll period.

17 14. Defendants additionally failed to pay all wages owed to Plaintiff and the other non-
18 exempt employees upon their separation of employment from Defendants, in part due to
19 Defendants' failure to pay all minimum and overtime wages, and meal and rest period premium
20 wages.

21 CLASS ACTION ALLEGATIONS

22 15. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
23 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 24 a. The Minimum Wage Class consists of all current and former non-exempt
25 employees of Defendants in California who were subject to Defendants'
26 timekeeping systems and/or practices, during the four years immediately
27 preceding the filing of this lawsuit through the present.
28

- 1 b. The Overtime Wage Class consists of all current and former non-exempt
2 employees of Defendants in California who worked overtime hours and were
3 subject to Defendants' timekeeping systems and/or practices, during the four years
4 immediately preceding the filing of this lawsuit through the present
- 5 c. The Rest Period Class consists of all current and former non-exempt employees of
6 Defendants in California who worked at least one shift in excess of 3.5 hours
7 during the four years immediately preceding the filing of this lawsuit through the
8 present.
- 9 d. The Meal Period Class consists of all current and former non-exempt employees
10 of Defendants in California who worked at least one shift in excess of 5.0 hours
11 without a meal period of at least 30 minutes in duration commencing prior to the
12 conclusion of the fifth hour of work, and who do not have a corresponding meal
13 period premium payment made for such shifts during the four years preceding the
14 filing of this lawsuit through the present.
- 15 e. The Wage Statement Class consists of all members of the Minimum Wage Class,
16 Overtime Class, Rest Period Class, and/or Meal Period Class who received a wage
17 statement from Defendants during the one year immediately preceding the filing
18 of this lawsuit through the present.
- 19 f. The Waiting Time Class consists of all of Defendants' formerly employed non-
20 exempt employees in California who were subject to Defendants' timekeeping
21 systems and/or practices, during the three years immediately preceding the filing
22 of this lawsuit through the present.

23
24 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
25 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
26 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
27 greater than seventy (70) individuals. The identity of such membership is readily ascertainable via
28 inspection of Defendants' employment records.

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

- 5 i. Whether Defendants paid all minimum wages owed for all hours worked to
6 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,
7 1194.2, and 1197;
- 8 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
9 not limited to, §§ 510 and 1194 and Wage Order 4 by requiring members of the
10 Overtime Wage Class to perform overtime work and not paying for said work in
11 accordance with the overtime laws of the State of California;
- 12 iii. Whether Defendants provided all legally compliant meal periods to members of
13 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 14 iv. Whether Defendants provided all legally compliant rest periods to members of the
15 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 16 v. Whether Defendants provided accurate, itemized wage statements to members of
17 the Classes; and
- 18 vi. Whether Defendants' policies and/or practices for the timing and amount of
19 payment of final wages to members of the Waiting Time Class at the time of
20 separation from employment were lawful.

21
22 **18. Predominance of Common Questions:** Common questions of law and fact
23 predominate over questions that affect only individual members of the Classes. The common
24 questions of law set forth above are numerous and substantial and stem from Defendants' policies
25 and/or practices applicable to each individual class member, such as Defendants' uniform
26 timekeeping policies and practices, meal and rest period policies and practices, wage statement
27 policies and practices, and the policies and practices regarding the timely payment of final wages.
28 As such, the common questions predominate over individual questions concerning each

individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and timekeeping policies and practices, was provided inaccurate wage statements, and was not paid all wages earned at the time of his separation of employment.

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

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer

1 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
2 employment. Further, the prosecution of separate actions by the individual class members, even
3 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
4 with respect to the individual class members against Defendants herein; and which would
5 establish potentially incompatible standards of conduct for Defendants; and/or legal
6 determinations with respect to individual class members which would, as a practical matter, be
7 dispositive of the interest of the other class members not parties to adjudications or which would
8 substantially impair or impede the ability of the class members to protect their interests. Further,
9 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
10 individual prosecution considering all of the concomitant costs and expenses attending thereto.
11 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
12 Civil Procedure.

13
14 **FIRST CAUSE OF ACTION**

15 **MINIMUM WAGE VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

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

18 23. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
19 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
20 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
21 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
22 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
23 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
24 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
25 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
26 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
27 and Wage Order 4.

28 24. California Labor Code § 1198 makes unlawful the employment of an employee

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

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

10 26. Defendants' practice and uniform administration of corporate policy regarding
11 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
12 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
13 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
14 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
15 Procedure § 1021.5.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY ALL OVERTIME WAGES**

18 **(AGAINST ALL DEFENDANTS)**

19 27. Plaintiff re-allege and incorporates by reference all previous paragraphs.

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

24 29. At all times relevant herein, Defendants were required to properly compensate
25 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
26 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay overtime
27 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
28 in the Wage Order.

1 30. The foregoing policies and practices are unlawful and create entitlement to
2 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
3 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
4 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 4, and
5 Code of Civil Procedure § 1021.5.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

10 32. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
11 in their affirmative obligation to provide all of their non-exempt employees in California,
12 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
13 in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite
14 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
15 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
16 226.7, and 512.

17 33. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations including interest thereon, as well as statutory penalties, civil penalties, and
19 costs of suit, pursuant to Labor Code §§ 204, 226.7, 512, Wage Order 4, and Civil Code §§
20 3287(b) and 3289.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

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

25 35. Wage Order 4, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish
26 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
27 minutes net rest time for each four (4) hour period worked, or major fraction thereof.
28

36. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods.

37. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

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

39. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

40. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

41. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to

thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with complete and accurate wage statements reflecting the meal & rest period premiums in violation of Labor Code § 226 et seq.

44. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages, meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

45. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 et seq.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

47. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, failing to

1 provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to
2 furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiff and
3 members of the Waiting Time class all final wages due upon separation of employment.

4 48. Defendants' utilization of these unfair and/or unlawful business practices deprived
5 Plaintiff and continues to deprive members of the Classes of compensation to which they are
6 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
7 over Defendants' competitors who have been and/or are currently employing workers and
8 attempting to do so in honest compliance with applicable wage and hour laws.

9 49. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
10 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
11 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
12 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

13 50. The acts complained of herein occurred within the last four years immediately
14 preceding the filing of the Complaint in this action.

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

20
21 **EIGHTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(AGAINST ALL DEFENDANTS)**

24 52. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
25 fully set forth herein.

26 53. Defendants have committed several Labor Code violations against Plaintiff,
27 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
28 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved

employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 1199;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, 1198 and 1199;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 558, 1198 and 1199;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, 1198 and 1199;

- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay aggrieved employees all earned wages in violation of Labor Code § 204, 210 and 1199;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, 203 and 1199;
- h. Failing to reimburse aggrieved employees for necessary business expenditures incurred by Plaintiff, and other aggrieved employees in violation of Labor Code §§ 2800 and 2802;
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.5.

54. On May 24, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 53 (a)-(i). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 4 § 4(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 4 § 3(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
11. Upon the Eighth Cause of Action, for (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for

1 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
2 the violations of the Labor Code Sections cited in Labor Code § 2699.5;

3 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
4 Code § 218.6 and Civil Code §§ 3287 and 3289;

5 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
6 §226, and Code of Civil Procedure § 1021.5; and

7 14. For such other and further relief the Court may deem just and proper.
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9

10 Dated: July 31, 2023 Respectfully submitted,
11 STANSBURY BROWN LAW, PC

12 By:



13 Daniel J. Brown
14 Jessica Flores
15 Attorneys for Plaintiff

16 **DEMAND FOR JURY TRIAL**

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

18 Dated: July 31, 2023 Respectfully submitted,
19 STANSBURY BROWN LAW, PC

20 By:



21 Daniel J. Brown
22 Jessica Flores
23 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On July 31, 2023 I served the document listed below on the parties in this action as follows:

- **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- X (BY EMAIL) I transmitted said document(s) by electronic mail to the e-mail addresses indicated below pursuant to SB 1146 effective 9/18/20, which codifies parts of Emergency Rules 11 and 12, as amended, and CRC 2.251.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 31, 2023 at Frazier Park, California.

Isabella C. Aguinaga

Isabella C. Aguinaga

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SERVICE LIST

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