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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff DWAYNE A. EDWARDS,
on behalf of himself and current and former aggrieved employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

DWAYNE A. EDWARDS, on behalf of himself
and current and former aggrieved employees,

Plaintiff,

vs.

PLATINUM SECURITY, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **23STCV21171**

PAGA ACTION

**PLAINTIFF DWAYNE A.
EDWARDS' COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff DWAYNE A. EDWARDS ("Plaintiff"), who alleges and
complains against Defendants PLATINUM SECURITY, INC.; and DOES 1 to 100, inclusive
(collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to provide all legally

required and/or legally compliant meal and rest periods, failure to pay wages on a weekly basis, failure to timely pay earned wages during employment, failure to provide complete and accurate wage statements, and failure to timely pay all unpaid wages following separation of employment,. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Los Angeles County at 11300 West Olympic Boulevard Los Angeles, California 90064.

3. In response to the COVID-19 pandemic, the Judicial Council of California enacted Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.

III. PARTIES

4. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work for Defendants as direct employees as well as temporary employees employed through temp agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California and was employed by Defendants in an hourly position at Defendants' location(s) in Los Angeles County

1 from approximately November 2022 until on or about April 11, 2023.

2 5. Plaintiff is informed and believes and thereon alleges that Defendant PLATINUM
3 SECURITY, INC. is authorized to do business within the State of California and is doing business
4 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
5 were persons acting on behalf of Defendant PLATINUM SECURITY, INC. in the establishment
6 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
7 PLATINUM SECURITY, INC. operates in Los Angeles County and employed Plaintiff and
8 aggrieved employees in Los Angeles County, including but not limited to, at 11300 West Olympic
9 Boulevard Los Angeles, California 90064.

10 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
11 through 50 are corporations, or are other business entities or organizations of a nature unknown to
12 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
13 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
14 working conditions of employment of Plaintiff and aggrieved employees.

15 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
16 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
17 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
18 supervisor, independent contractor and/or employee of each defendant who violated or caused to
19 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
20 the Industrial Welfare Commission's wage orders regulating hours and days of work.

21 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
22 sues said defendants by said fictitious names, and will amend this complaint when the true names
23 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
24 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
25 named defendants is in some manner responsible for the events and allegations set forth in this
26 complaint.

27 9. Plaintiff makes the allegations in this complaint without any admission that, as to
28 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and

1 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

5 **(Against all Defendants by Plaintiff)**

6 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

7 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
8 Defendants violated Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7, 512 and the
9 applicable Wage Orders.

10 12. Specifically, Defendants have committed the following violations of California
11 Labor Code:

12 13. **Failure to pay wages to hourly non-exempt employees for workdays that**
13 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
14 current and former aggrieved California-based hourly non-exempt employees regularly worked
15 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

16 14. California law requires an employer to authorize or permit an employee an
17 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
18 all duties and the employer relinquishes control over the employee's activities prior to the
19 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*
20 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
21 employee for a work period of more than ten (10) hours per day without providing the employee
22 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
23 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
24 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
25 period is only permitted when: (1) the nature of the work prevents an employee from being
26 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

27 15. If an employer fails to provide an employee a meal period in accordance with the
28 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay

1 for each workday that a legally required and compliant meal period was not provided. Labor Code
2 section 226.7; Wage Order 4 at §11.

3 16. In this case, Defendants failed to authorize or permit legally required and compliant
4 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
5 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
6 limited to:

7 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
8 hourly non-exempt security guards duty-free meal breaks due to Defendants requiring security
9 guards to remain at their posts during their meal breaks with their employer-issued cellphones on
10 and monitored at all times during their shift including during meal breaks; and

11 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt security guards a second uninterrupted duty-free meal period of no less than
13 thirty (30) minutes for each workday that Plaintiff and other current and former aggrieved
14 California-based hourly non-exempt employees work shifts over ten (10) hours.

15 17. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
16 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
18 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
19 employees did not receive legally required and compliant meal periods, in violation of Labor Code
20 section 226.7.

21 18. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees not
23 receiving wages to compensate them for workdays during which Defendants did not provide them
24 with meal periods in compliance with California law.

25 19. **Failure to pay wages to hourly non-exempt employees for workdays that**
26 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
27 current and former aggrieved California-based hourly non-exempt employees regularly worked
28 shifts of more than three-and-a-half (3.5) hours.

20. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 4 at §12. Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 4 at §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

21. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

22. In this case, Defendants failed to authorize or permit all legally required and compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not limited to:

(a) Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt security guards duty-free rest breaks due to Defendants requiring security guards to remain at their posts during their rest breaks with their employer-issued cellphones on and monitored at all times during their shift including during rest breaks; and

(b) Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

23. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

1 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
2 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
3 workday they did not receive legally required and compliant rest periods, in violation of Labor
4 Code section 226.7.

5 24. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
6 and other current and former aggrieved California-based hourly non-exempt employees not
7 receiving wages to compensate them for workdays in which Defendants did not provide them with
8 rest periods in compliance with California law.

9 25. **Failure to Pay Wages on a Weekly Basis:** Pursuant to Labor Code section
10 201.3(b)(1)(B), Defendants were required to pay Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt security guards no less than weekly.

12 26. Plaintiff alleges that Defendants instead paid Plaintiff and other current and former
13 aggrieved California-based hourly non-exempt security guards on a bi-weekly basis pursuant to
14 their payroll policies, practices, and/or procedures. These payroll policies, practices, and/or
15 procedures of paying not on a weekly basis resulted in Defendant's failure to timely pay Plaintiff
16 and similarly situated security guards on a weekly basis as required by California law.

17 27. Based on this violation, Plaintiff will seek both restitution for himself and other
18 current and former aggrieved California-based employees for Employers' violations of Labor
19 Code section 201.3(b)(1)(B) and will seek civil penalties under PAGA, Labor Code sections 2698,
20 *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on
21 behalf of the State of California.

22 28. **Failure to timely pay earned wages during employment:** In California, wages
23 must be paid at least twice during each calendar month on days designated in advance by the
24 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
25 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
26 16th and the 26th day of that month and wages earned between the 16th and the last day,
27 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
28 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be

1 paid within seven (7) calendar days following the close of the payroll period in which wages were
2 earned. Labor Code section 204(d).

3 29. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
4 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
5 exempt employees' earned wages (including meal period premium wages, and/or rest period
6 premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies,
7 practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former
8 aggrieved California-based hourly non-exempt employees' their earned wages within the
9 applicable time frames outlined in Labor Code section 204.

10 30. **Failure to provide complete and accurate wage statements:** Labor Code section
11 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
12 employee his or her wages, the employer must "furnish each of his or her employees ... an
13 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
14 employee, except for any employee whose compensation is solely based on a salary and who is
15 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
16 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
17 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
18 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
19 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
20 name of the employee and his or her social security number, (8) the name and address of the legal
21 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate by the employee."

23 31. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
24 and other current and former aggrieved California-based hourly non-exempt employees all wages
25 earned (including meal period premium wages, and/or rest period premium wages) rendered
26 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
27 wage statements inaccurate, in violation of Labor Code section 226.

28 32. **Failure to pay employees all wages due at time of termination/resignation:** An

1 employer is required to pay all unpaid wages timely after an employee's employment ends. The
2 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
3 hours of resignation (Labor Code section 202).

4 33. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
5 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
6 all their earned wages (including meal period premium wages, and/or rest period premium wages),
7 Defendants failed to pay those employees timely after each employee's termination and/or
8 resignation, in violation of Labor Code sections 201, 202, and 203.

9 34. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
10 employee, on behalf of himself or herself and other current or former employees, to bring a civil
11 action to recover civil penalties against all Defendants pursuant to the procedures specified in
12 Labor Code section 2699.3.

13 35. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3. On June 27, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA and
15 provided notice to Defendants by certified mail which provided notice of the specific provisions of
16 the Labor Code alleged to have been violated, including the facts and theories to support the
17 violations alleged.

18 36. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
19 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
20 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
21 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
22 to investigate Plaintiff's claims.

23 37. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7,
25 512, During Plaintiff's employment and continuing through the present, preceding Plaintiff
26 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

27 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and
28 512; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial

violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

38. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: September 1, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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