

Filed
Superior Court of California,
Sacramento
07/26/2023
singhb
By _____, Deputy
23CV005514

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7 on behalf of herself and similarly situated employees

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 _____)
12 TANEKA JACKSON, individually and on)
13 behalf of all others similarly situated,)

14 Plaintiff,)

15 vs.)

16 CAPITAL SECURITY SOLUTIONS, INC.;)
17 Does 1 through 20, inclusive,)

18 Defendants.)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Case No.

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*
2. Failure to Provide Accurate Wage Statements;
3. Failure to Pay Overtime Wages;
4. Failure to Provide Meal and Rest Periods;
5. Failure to Pay Minimum Wage for All Hours Worked;
6. Late Pay During Employment;
7. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

BY FAX

1 Plaintiff TANEKA JACKSON ("Plaintiff"), on behalf of herself and all other similarly
2 situated employees hereby files this Complaint against Defendant CAPITAL SECURITY
3 SOLUTIONS, INC.; and, Does 1 through 20 (collectively referred to as "Defendants"). Plaintiff
4 alleges the following:

5 **INTRODUCTION**

6 1. This is a class and representative action brought by Plaintiff seeking damages for
7 failure to provide meal and rest periods, failure to pay minimum and overtime wages, inaccurate
8 wage statements, failure to pay all wages owed at time of termination of employment, and derivative
9 civil and statutory penalties. Plaintiff seeks these damages and penalties, plus interest and attorney's
10 fees, on behalf of herself and similarly situated employees.

11 **JURISDICTION AND VENUE**

12 2. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
13 violations of California Labor Code §§ 201-203, 226, 226.3, 2698 *et seq.*, Business and Professions
14 Code § 17200 *et seq.*

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
16 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

17 **PARTIES**

18 4. Plaintiff TANEKA JACKSON is over the age of eighteen (18) and is a resident of
19 the State of California and an employee of Defendants.

20 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant CAPITAL
21 SECURITY SOLUTIONS, INC. is now and/or at all times mentioned in this Complaint a California
22 Corporation and the owner and operator of an industry, business and/or facility licensed to do
23 business and actually doing business in the State of California.

24 6. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
25 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
26 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
27 were at all relevant times advised by skilled California employment law attorneys and knew the
28

requirements of the California Labor Code with respect to employee wage statements, payment of wages, and provision of meal and rest periods.

7. Defendants proximately caused Plaintiff and similarly situated employees to be subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

8. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

9. On June 23, 2023, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act ("PAGA") notice with the California Labor & Workforce Development Agency ("LWDA"). On July 24, 2023, Plaintiff filed her Amended PAGA Notice with the LWDA. If the LWDA does not inform Plaintiff that it intends to investigate Plaintiff's PAGA claims within the statutory period, Plaintiff may proceed in this Court to collect civil penalties.

CLASS ALLEGATIONS

10. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff seeks to represent are composed of and defined as follows:

All non-exempt employees who were employed by Defendant in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action.

1 11. This action has been brought and may be properly maintained as a class action,
2 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
3 defined community of interest in the litigation and the proposed classes are easily ascertainable.

4 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all
5 members is impracticable under the circumstances of this case. While the exact
6 number of class members is unknown to Plaintiff at this time, Plaintiff is informed
7 and believes that Defendant may have employed hundreds of individuals falling
8 within the above stated class definitions throughout the State of California during the
9 applicable statute of limitations, who were subjected to the practices outlined in this
10 Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

11 (b) Common Questions Predominate: Common questions of law and fact exist as to all
12 members of the Plaintiff Class and predominate over questions that affect only
13 individual members of the class. These common questions of law and fact include,
14 without limitation, the following:

- 15 (1) Whether Defendant provided meal and rest breaks to its employees as
16 required under the Labor Code;
- 17 (2) Whether Defendant accurately stated all required information on
18 paystubs issued to members of the Plaintiff Class;
- 19 (3) Whether Defendant maintained the time and payroll records for its
20 employees as required under the California Labor Code;
- 21 (4) Whether Defendant paid all wages due to its employees at the time of
22 termination of employment;
- 23 (5) Whether Defendant paid all overtime and double time wages earned by
24 its employees;
- 25 (6) Whether Defendant failed to pay all wages earned by employees,
26 including minimum wages;
- 27 (7) Whether Defendant failed to pay wages to employees on the
28 established pay dates.

1 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff
2 Class. Plaintiff also sustained damages arising out of Defendant's common course of
3 conduct in violation of the law as complained of herein. Defendant failed to provide
4 meal and rest breaks, failed to pay all overtime and double time hours worked by its
5 employees, failed to pay all wages due at time of termination, failed to timely pay
6 wages during employment, and failed to provide legally compliant pay stubs to their
7 employees. As a result, each putative class member will have the same basis for their
8 legal claims.

9 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
10 the putative class. Plaintiff resides in California and is an adequate representative of
11 the putative class as she has no interests that are adverse to those of absent class
12 members. Additionally, Plaintiff has retained counsel who have substantial
13 experience in complex civil litigation and wage and hour matters.

14 (e) Superiority: A class action is superior to other available means for the fair and
15 efficient adjudication of the controversy since individual joinder of all members of
16 the classes is impracticable. Class action treatment will permit a larger number of
17 similarly situated persons to prosecute their common claims in a single forum
18 simultaneously, efficiently, and without the unnecessary duplication of effort and
19 expense that numerous individual actions would engender. Further, as damages
20 suffered by each individual member of the classes may be relatively small, the
21 expenses and burden of the individual litigation would make it difficult or impossible
22 for individual members of the class to redress the wrongs done to them, and an
23 important public interest will be served by addressing the matter as a class action.
24 The cost to the court system of adjudication of such individualized litigation would be
25 substantial. Individualized litigation would also present the potential for inconsistent
26 or contradictory judgments.

27 12. Plaintiff is unaware of any difficulties that are likely to be encountered in the
28 management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

13. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 12 as though fully set forth herein.

14. Defendant owns and operates a business that provides security and patrol services in Northern California.

15. Plaintiff has been employed by Defendant as a patrol guard and security guard since February 2022. Plaintiff and similarly situated employees worked for Defendant as non-exempt security guards/ patrol guards in California and are/ were paid on hourly basis.

16. During the relevant period, Defendant did not allow Plaintiff and similarly situated employees to take their statutorily required meal periods. Defendant failed to provide Plaintiff and other similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour of work as required under the law. Plaintiff and similarly situated employees regularly missed their meal periods and/ or they were provided late due to the necessity of remaining on post until relieved, or having to complete assigned duties, often because there was inadequate staffing.

17. Defendants also failed to provide rest periods to Plaintiff and similarly situated employees for every 4 hours worked or major fraction thereof. Plaintiff has previously informed Defendant's management that she could not take her meal or rest periods, but management has failed to take action to ensure meal and rest periods were able to be taken by Plaintiff and similarly situated employees.

18. When Defendant required Plaintiff and similarly situated employees to work through their meal and/or rest periods, Defendant failed to pay Plaintiff and similarly situated employees all statutorily required meal and rest period premiums owed.

19. These practices of Defendant have also resulted in unpaid minimum and overtime wages.

20. In addition, Defendant regularly pays Plaintiff and similarly situated employees with checks that are returned as having insufficient funds. Plaintiff and similarly situated employees have to return to Defendant's offices in order to receive a new check or cash payment

1 of their wages after they have tried to deposit or cash their paychecks but were informed there
2 were insufficient funds.

3 21. Additionally, Defendant failed to supply Plaintiff and similarly situated aggrieved
4 employees legally compliant wage statements that accurately reflected, among other things, the
5 amount of meal and rest period premium pay owed to them. As a result, Plaintiff and similarly
6 situated employees were deprived of the information necessary to determine the total wages
7 owed to them from their wage statements alone. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 13
8 Cal. 5th 93, 121 (2022).

9 22. Defendant also did not provide its employees all wages, including, without
10 limitation, unpaid meal and rest break premium pay, owed upon their termination or within
11 seventy-two (72) hours of their separation from employment. *See Naranjo*, 13 Cal. 5th at 118.

12 23. Nor did Defendant reimburse Plaintiff and similarly situated employees for cell
13 phone usage for business purposes. Plaintiff and similarly situated employees used their cell
14 phones for business purposes on a regular basis and were not reimbursed by Defendant.

15 24. Plaintiff brings this Class Action on behalf of herself and similarly situated
16 employees in order to fully compensate herself and Class Members for their losses incurred
17 during the class period caused by Defendant's uniform policies and practices which failed to
18 lawfully compensate these employees.

19 25. Defendant's uniform policies and practices alleged herein were unlawful, unfair
20 and deceptive business practices whereby Defendant retained and continues to retain wages due
21 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
22 enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other
23 Class Members who have been economically injured by Defendant's past and current unlawful
24 conduct, and all other appropriate legal and equitable relief.

25 26. Plaintiff is informed and believes that Defendant committed numerous other
26 violations of the California Labor Code, including but not limited to those identified in this letter.
27 Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends
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1 to seek civil penalties for all violations of the California Labor Code, whether she experienced
2 them personally or not.

3 27. Defendant's uniform policies and practices to fail to provide all overtime and
4 double time wages to Plaintiff and Class Members, to not pay minimum wages, to fail to provide
5 meal and rest periods, to fail to provide all wages owed at time of termination, to fail to provide
6 timely wages during employment, and not to provide compliant wage statements are evidenced
7 by Defendant's business records.

8 **FIRST CAUSE OF ACTION**
9 **(Unfair Competition)**

10 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as
11 though fully set forth herein.

12 29. Unfair competition shall mean and include any unlawful, unfair or fraudulent
13 business act or practice and unfair, deceptive, untrue or misleading advertising and any act
14 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the
15 Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

16 30. Defendant committed numerous violations of the California Labor Code
17 throughout the employment relationship.

18 31. Plaintiff is also informed and believes and thereon alleges that such actions and/or
19 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
20 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
21 *Co.*, 23 Cal. 4th 163 (2000).

22 32. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to
23 the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
24 restitution of all withheld wages as a result of its unfair business practices, including, but not
25 limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties
26 pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an
27 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this
28 Action.

SECOND CAUSE OF ACTION
(Failure to Provide Accurate Wage Statements)

33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully set forth herein.

34. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

35. Defendant failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendant failed to list on the wage statements provided to Plaintiff and similarly situated employees wage statements listing all hours worked and the applicable rates of pay and overtime and double time rates. Plaintiff alleges that Defendant failed to provide accurate itemized wage statements in accordance with Labor Code section 226(a) to all members of the Class.

36. Additionally, Plaintiff alleges she suffered injury as a result of Defendant's knowing and intentional failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

37. Defendant's underpayment of wages also caused the calculations on the wage statements issued to Defendants' employees to be incorrect and legally noncompliant.

38. As a proximate cause of Defendant's failure to provide accurate statements, Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

THIRD CAUSE OF ACTION
(Failure to Pay Overtime Wages)

39. Plaintiff incorporates by reference and re-allege paragraphs 1 through 38 as though fully set forth herein.

40. During the period Plaintiff and similarly situated employees were employed by Defendant, Defendant was required to compensate them one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See* California Labor Code §§ 510, 1194. Although Plaintiff and similarly situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendant failed to pay all overtime and double time wages owed to them.

41. Defendant failed to pay overtime and double time for all hours worked over 8 hours in a day and 40 hours in a week.

42. Plaintiff and Class members were non-exempt employees under the administrative, executive, or professional exemptions of the applicable Wage Order and California Labor Code section 510.

43. Defendant's conduct described herein violates California Labor Code sections 510 and 1194, and Wage Orders. As a proximate result of Defendant's conduct, Plaintiff and Class members have been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

FOURH CAUSE OF ACTION
(Failure to Provide Meal and Rest Periods)

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully set forth herein.

45. An employer must provide an employee a meal period and/or rest period in accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

46. Labor Code section 510 and Wage Order 5-2001, section 11(A) require an employer to provide a meal period of not less than thirty (30) minutes for each work period of more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a second meal period.

47. Labor Code section 510 and Wage Order 5-2001 section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

48. Plaintiff alleges that Defendant failed to provide Plaintiff and similarly situated employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than ten (10) hours in a day.

49. Plaintiff further alleges that Defendant failed to provide rest breaks of at least ten (10) minutes for each work period that she and similarly situated employees worked for four (4) hours or major fraction thereof.

50. As a proximate cause of Defendant's failure to provide meal and rest periods, Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest period not provided, as a wage, from three (3) years of

1 the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and
2 Wage Order 5-2001 §§ 11(B), 12(B).

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4 **FIFTH CAUSE OF ACTION**
5 **(Failure to Pay Minimum Wage for All Hours Worked)**

6 51. Plaintiff hereby incorporates by reference Paragraphs 1 through 60 of this
7 Complaint as if fully set forth herein and for a cause of action alleges as follows:

8 52. Defendants were required to compensate Plaintiff and similarly situated
9 employees with at least the State's minimum wage for all hours worked. *See* Cal. Labor Code §
10 1194; MW Order-2014; MW Order-2017.

11 53. Defendants were aware of their obligation to pay the minimum wages but failed to
12 do so.

13 54. Defendants' conduct described herein violates California Labor Code section
14 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff
15 Class have been damaged and deprived of minimum wages, in an amount to be established at
16 trial. Plaintiff and the Class now seek these wages, liquidated damages pursuant to California
17 Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to California Labor
18 Code sections 1194.

19 **SIXTH CAUSE OF ACTION**
20 **Late Pay During Employment**

21 55. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 54 as
22 though fully set forth herein.

23 56. Labor Code section 204 requires that all wages, including minimum wages and
24 meal and rest period premiums, be paid to employees at specified intervals. Non-exempt
25 employees must be paid all wages owed at least twice monthly. Here, for the reasons stated
26 above, Plaintiff and similarly situated, aggrieved employees did not receive all wages due and
27 owing to them during their employment at the required times and intervals under the Labor Code.

28 57. Labor Code section 210 provides for civil penalties for an employer's failure to
provide pay as required in Section 204 of \$100 for each initial violation and \$200 for each
subsequent violation plus 25% of the amount of wages unlawfully withheld.

1 58. Plaintiff now seeks these penalties and attorney's fees on behalf of herself and all
2 similarly situated employees for all instances in which Defendants failed to timely pay Plaintiff's
3 wages.

4 **SEVENTH CAUSE OF ACTION**

5 **(Civil Penalties Pursuant to PAGA § 2698 et seq.)**

6 59. Plaintiff hereby incorporates by reference Paragraphs 1 through 58 of this
7 Complaint as if fully set forth herein and for a cause of action alleges as follows:

8 60. Plaintiff brings this cause of action as a proxy for the State of California and in
9 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of
10 the California Labor Code, including but not necessarily limited to, those Labor Code violations
11 identified above and in Plaintiff's PAGA Notice AND Amended PAGA Notice to the LWDA.

12 61. On or about June 23, 2023, Plaintiff sent written notice to the LWDA regarding
13 Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et*
14 *seq.*, PAGA. On July 24, 2023, Plaintiff submitted her Amended PAGA Notice If the LWDA
15 does not inform Plaintiff that it intends to investigate Plaintiff's PAGA claims within the
16 statutory period, Plaintiff may proceed in this Court to collect civil penalties.

17 62. Plaintiff is thus entitled to recover civil penalties on behalf of the State of
18 California and all Aggrieved Employees for all violations of the Labor Code from June 23, 2022,
19 through trial on this matter.

20 63. Defendant's conduct, as alleged herein, violated various sections of the California
21 labor Code, including but not limited to, the following:

22 64. Labor Code section 1174(d) requires employers to keep "payroll records showing
23 the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in
24 accordance with rules established for this purpose by the commission, but in any case shall be
25 kept on file for not less than three years." Defendant did not keep accurate information regarding
26 all hours worked by Plaintiff and similarly situated employees, largely by failing to accurately
27 record all hours worked. This was in violation of the Labor Code.
28

1 65. Labor Code section 226 requires employers to furnish to employees with “an
2 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
3 the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
5 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
6 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
7 and only the last four digits of his or her social security number or an employee identification
8 number other than a social security number, (8) the name and address of the legal entity that is
9 the employer . . . and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee” For the
11 reasons stated above, Defendant failed to comply with these requirements with respect to
12 Plaintiff and similarly situated employees in violation of the Labor Code.

13 66. Labor Code sections 201–203 require that all wages be paid to employees upon
14 separation and/or termination of employment. Here, for the reasons stated above, Defendant’s
15 employees did not receive all final wages due and owing to them at the time of termination or
16 seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in
17 violation of the Labor Code.

18 67. Labor Code sections 510 and 1194 require employers to pay employees overtime
19 for any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
20 hours in any one workweek. Employers must also pay overtime for the first eight (8) hours
21 worked on the seventh day of work in any one workweek. Finally, employers must pay double
22 time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
23 in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above,
24 Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40)
25 hours per week and were not paid overtime wages in violation of the Labor Code.

26 68. During the period Plaintiff and similarly situated employees were employed by
27 Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that
28 they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,

1 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay
2 Plaintiff and similarly situated employees at least minimum wage for all hours worked. Thus,
3 Plaintiff and similarly situated employees were not paid at least the applicable state minimum
4 wage for all hours worked in violation of the Labor Code.

5 69. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A)
6 require employers to provide employees meal periods of thirty (30) minutes per five (5) hours
7 worked. For the reasons stated above, Plaintiff and similarly situated employees were not
8 authorized and permitted to take legally compliant meal periods pursuant to California law.
9 Defendant also failed to pay all meal period premiums for its failure to provide meal periods.

10 70. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A)
11 require employers to provide employees paid off-duty rest periods of ten (10) minutes per four
12 (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and similarly
13 situated employees were not authorized and permitted to take legally compliant rest periods
14 pursuant to California law in violation of the Labor Code. Defendant also failed to pay any rest
15 period premiums for their failure to provide rest periods.

16 71. Labor Code section 2802(a) states that "An employer shall indemnify his or her
17 employee for all necessary expenditures or losses incurred by the employee in direct
18 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
19 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
20 believed them to be unlawful." For the reasons stated above, Defendant failed to pay required
21 reimbursements to Plaintiff and similarly situated employees for required business expenses in
22 violation of the Labor Code.

23 72. Labor Code section 210 require that all wages, including overtime, minimum
24 wages and meal and rest period premiums, be paid to employees at regular specified intervals.
25 Here, for the reasons stated above, aggrieved employees did not receive all regular wages due
26 and owing to them at the times required by Labor Code section 210.

27 73. Labor Code section 204 requires that all wages, including minimum wages and
28 meal and rest period premiums, be paid to employees at specified intervals. Non-exempt

1 employees must be paid all wages owed at least twice monthly. Here, for the reasons stated
2 above, Plaintiff and similarly situated employees did not receive all wages due and owing to
3 them during their employment at the required times and intervals as required by Labor Code
4 sections 204, 210.

5 74. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233
6 Cal. Rptr. 3d 502, 513 (2018), Plaintiff seeks civil penalties on behalf of the State of California
7 and all aggrieved employees for all violations of the California Labor Code, whether she
8 experienced them personally or not.

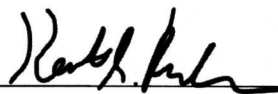
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10 **DAMAGES**

11 WHEREFORE Plaintiff requests relief as follows:

- 12 1. A jury trial;
13 2. For an order certifying the class;
14 3. For an order certifying Plaintiff's counsel as class counsel;
15 4. For an order appointing Plaintiff as class representative;
16 5. For penalties under the California Labor Code according to proof allowed by law;
17 6. For compensatory damages, including, but not limited to, unpaid wages, plus
18 interest, according to proof allowed by law;
19 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
20 fees;
21 8. For injunctive relief;
22 9. For an award of prejudgment and post-judgment interest; and
23 10. For an award to Plaintiff of such other and further relief as the Court deems just and
24 proper.

25
26 Dated: July 25, 2023

Castle Law: California Employment Counsel, PC

27
28 By: 

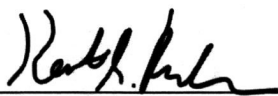
1 Timothy B. Del Castillo
2 Kent L. Bradbury
3 Attorneys for Plaintiff TANEKA JACKSON and the
4 Class

5 **JURY TRIAL DEMAND**

6 Plaintiff hereby demands a trial by jury.

7 Dated: July 25, 2023

8 **Castle Law: California Employment Counsel, PC**

9 By: 
10 Timothy B. Del Castillo
11 Kent L. Bradbury
12 Attorneys for Plaintiff TANEKA JACKSON and the
13 Class
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