

ELECTRONICALLY FILED
 Superior Court of California
 County of Alameda
 02/05/2025

Chad Finke, Executive Officer / Clerk of the Court
 By: D. Drew Deputy

LAW OFFICES OF PETER M. HART

Peter M. Hart (State Bar No. 198691)
 Ashlie E. Fox (State Bar No. 294407)
 12121 Wilshire Blvd., Suite 525
 Los Angeles, CA 90025
 Telephone: (310) 439-9298
 Facsimile: (509) 561-6441
 hartpeter@msn.com
 ashlie.fox.loph@gmail.com

Attorneys for Plaintiff, Michael Evans

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

MICHAEL EVANS, as an individual and on
 behalf of others similarly situated,

Plaintiff,

v.

TLG SECURITY, an unknown business entity;
 TLG, INC., a California corporation; THE
 LANCASHIRE GROUP, INC., a California
 corporation; and DOES 1 through 100,
 inclusive,

Defendants.

CASE NO. 23CV039533

[Hon. Somnath Raj Chatterjee, Dept. 21]

FIRST AMENDED COMPLAINT

- (1) **FAILURE TO PROVIDE MEAL PERIODS;**
- (2) **FAILURE TO PROVIDE REST PERIODS;**
- (3) **FAILURE TO PAY MINIMUM WAGES;**
- (4) **FAILURE TO PAY OVERTIME WAGES;**
- (5) **VIOLATION OF LABOR CODE § 2802 (FAILURE TO REIMBURSE FOR ALL WORK-RELATED EXPENSES);**
- (6) **VIOLATION OF LABOR CODE § 227.3 (VACATION);**
- (7) **VIOLATION OF LABOR CODE § 226 (RECORD KEEPING);**
- (8) **VIOLATION OF LABOR CODE § 203;**
- (9) **UNFAIR BUSINESS PRACTICES (Violation of California Business & Professions Code §17200, et seq.); AND**
- (10) **VIOLATION OF LABOR CODE § 2698, et seq. ("Private Attorneys General Act")**

DEMAND FOR JURY TRIAL

Complaint filed: July 27, 2023
 Trial date: None set

1 Plaintiff Michael Evans (“Plaintiff”) hereby submits this First Amended Complaint against
2 Defendants TLG SECURITY, TLG, INC., THE LANCASHIRE GROUP, INC., and DOES 1-100
3 (collectively, “Defendants”) on behalf of himself and the Class of similarly situated current and former
4 employees of Defendants, as follows:

5 INTRODUCTION

6 1. This class action is within the Court’s jurisdiction under California Labor Code §§ 201-
7 204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197.1, 2698-2699, 2802, and the California Business and
8 Professions Code § 17200, *et seq.* (Unfair Competition Law (“UCL”)), and the applicable wage
9 order(s) issued by the Industrial Welfare Commission (“IWC”).

10 2. This complaint challenges systemic illegal employment practices resulting in violations
11 of the California Labor Code, Business and Professions Code and applicable IWC wage orders against
12 employees of Defendants.

13 3. Defendants have engaged in, among other things, a system of willful violations of the
14 California Labor Code, Business and Professions Code and applicable IWC wage orders by creating
15 and maintaining policies, practices and customs that knowingly deny employees their overtime wages,
16 minimum wages, vacation wages, sick leave, reimbursement for all work related expenses, legally-
17 mandated meal and rest periods and the corresponding premium pay, and accurate itemized wage
18 statements.

19 4. The policies, practices and customs of Defendants described above and below have
20 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
21 routinely adhere to the strictures of the California Labor Code, Business and Professions Code §§
22 17200, *et seq.*, and applicable IWC Wage Orders.

23 JURISDICTION AND VENUE

24 5. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204,
25 226, 226.7, 227.3, 512, 1194, 1194.2, 1197.1, 2698-2699, 2802, the UCL, and the applicable IWC
26 Wage Order(s).

27 6. This Court has jurisdiction over this Class Action pursuant to California Code of Civil
28 Procedure § 382 and is consistent with Fed. R. Civ. P. Rules 23(a), (b)(1), (b)(2), and (b)(3). Venue is

proper because at least one of Defendants does business in and has employees in the State of California and County of Alameda, and Plaintiff was employed in the County of Alameda.

PARTIES

7. Plaintiff Michael Evans was employed in Alameda County as an hourly paid non-exempt employee of Defendants doing the work of a security guard. Plaintiff was employed by Defendants from approximately September 2022 through June 23, 2023. Plaintiff alleges the following facts that form the basis of his claims: (1) Plaintiff and similarly situated employees were not provided legally-mandated duty-free 30-minute meal or legally-mandated rest breaks, and were not compensated meal period premiums or rest period premiums; rather, Plaintiff and other similarly situated employees were a) not fully relieved of work duties for meal breaks or rest breaks because they were required to remain on-call, had to keep a walkie-talkie or radio on, and had to respond to issues during breaks, and b) did not receive timely meal and rest breaks because they were required to comply with Defendants' and/or Defendants' security guard clients' instructions as to when they could take breaks; (2) Plaintiff and similarly situated employees were not paid all minimum wages and overtime wages for all hours worked, including but not limited to for time worked during meal periods that were not duty free and time spent responding to communications from Defendants when off-the-clock; (3) Plaintiff and similarly situated employees were not given accurate and itemized wage statements, they did not reflect meal and rest period premiums owed, did not reflect all time worked, did not reflect all overtime wages owed; (4) Plaintiff and similarly situated employees were not reimbursed for cleaning expenses for the maintenance of required uniforms; (5) Plaintiff and similarly situated employees were not paid all vacation wages that should have been accrued and paid out upon termination; (6) Plaintiff and similarly situated employees were not paid their final wages in a timely fashion at the end of their employment, including not paid all wages earned and owed at the end of employment, and thus (7) Plaintiff and similarly situated employees were not provided accurate itemized wage statements. Plaintiff Evans was and is a victim of the policies, practices and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed him by California Labor Code §§ 201-204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197, 1197.1, 2698-2699, 2802, the UCL, and applicable IWC Wage Orders.

1 8. Plaintiff is informed and believes and based thereon alleges that Defendant TLG
2 SECURITY was and is an unknown business entity doing business in the State of California.
3 Defendant TLG SECURITY employed Plaintiff and similarly situated persons in the State of
4 California.

5 9. Plaintiff is informed and believes and based thereon alleges that Defendant TLG, INC.
6 was and is a California corporation doing business in the State of California. Defendant TLG, INC.
7 employed Plaintiff and similarly situated persons in the State of California.

8 10. Plaintiff is informed and believes and based thereon alleges that Defendant THE
9 LANCASHIRE GROUP, INC. was and is a California corporation registered with the California
10 Secretary of State and doing business in the State of California. Defendant TLG, INC. employed
11 Plaintiff and similarly situated persons in the State of California.

12 11. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned
13 Defendants and DOES 1 through 100, are and were corporations, business entities, individuals, and
14 partnerships, licensed to do business and actually doing business in the State of California.

15 12. Defendants own and operate locations in the State of California including in and/or
16 around Alameda County and employ several hundred non-exempt hourly employees such as Plaintiff
17 at any given time in the State of California.

18 13. As such, and based upon all the facts and circumstances incident to Defendants'
19 businesses in California, Defendants are subject to Labor Code §§ 201-204, 226, 226.7, 227.3, 512,
20 1194, 1194.2, 1197, 1197.1, 2698-2699, 2802, and the UCL, and the applicable Wage Order(s) issued
21 by the IWC.

22 14. Plaintiff does not know the true names or capacities, whether individual, partner or
23 corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said
24 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
25 when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges
26 that each of said fictitious Defendants was responsible in some way for the matters alleged herein and
27 proximately caused Plaintiff and members of the general public and Class to be subject to the illegal
28 employment practices, wrongs and injuries complained of herein.

15. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

16. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the joint employer, agent, employer, alter ego and/or joint venturer of, or working in concert with each of the other Co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

17. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

18. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

19. Definition: The named individual Plaintiff brings this action on behalf of himself and a Class of all current and former hourly paid, non-exempt employees of Defendants in California during the period from four (4) years prior to the filing of this Complaint to the present, including the following Subclass:

(a) all current and former hourly paid, non-exempt employees of Defendants doing the work of security guards in California during the period from four (4) years prior to the filing of this Complaint

1 to the present;

2 20. Numerosity: The members of the Class and each Subclass exceeds 200 persons and are
3 so numerous that joinder of all members would be impractical, if not impossible. The identity of the
4 members of the Class is readily ascertainable by review of Defendants' records, including time and
5 payroll records. Plaintiff is informed and believes and based thereon alleges that: (a) Class Members
6 were not paid all overtime wages or minimum wages owed; (b) Class Members were not provided
7 legally-mandated meal and rest periods and were not paid the corresponding premium pay; (c) Class
8 Members were not provided accurate itemized wage statements pursuant to California Labor Code §
9 226; (d) Class Members were not paid their final wages in a timely fashion and not paid all wages
10 earned and owed at the end of their employment and are entitled to waiting time penalties pursuant to
11 California Labor Code § 203; (e) Class Members were not reimbursed for all work-related uniforms or
12 the cost of the maintenance of such uniforms; and (f) Class Members were not paid all earned and
13 accrued vacation wages owed.

14 21. Adequacy of Representation: The named Plaintiff is fully prepared to take all necessary
15 steps to represent fairly and adequately the interests of the class defined above. Plaintiff's attorneys
16 are ready, willing and able to fully and adequately represent the Class and individual Plaintiff.
17 Plaintiff's attorneys have certified, prosecuted, and settled wage-and-hour class actions in the past and
18 currently have a number of wage-and-hour class actions pending in California courts.

19 22. Common Question of Law and Fact: There are predominant common questions of law
20 and fact and a community of interest amongst Plaintiff and the claims of the Class including but not
21 limited to Defendants': (a) failure to pay all minimum and overtime wages owed; (b) failure to provide
22 legally-mandated meal and rest periods; (c) failure to provide duty-free meal and rest periods; (d)
23 failure to provide relief for meal periods; (e) requiring employees to do work and be on duty during
24 meal periods and rest periods; (f) failure to keep and provide accurate payroll records in violation of
25 Labor Code § 226; (g) failure to pay Class Members their final wages in a timely fashion and not paid
26 all wages earned and owed at the end of their employment and are entitled to waiting time penalties
27 pursuant to California Labor Code § 203; (h) failure to reimburse Class Members for work-related
28 uniforms or the costs of the maintenance of such uniforms; (i) failure to pay Class Members all earned

1 and accrued vacation wages on separation; and (j) engaging in unfair business practices in violation of
2 California Business and Professions Code §§ 17200, *et seq.*

3 23. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class.
4 Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§
5 201-204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197, 1197.1, 2802, the California Business and
6 Professions Code §§ 17200, *et seq.*, and the applicable IWC Wage Orders.

7 24. The California Labor Code and Wage Order provisions upon which Plaintiff bases his
8 claims are broadly remedial in nature. These laws and labor standards serve an important public
9 interest in establishing minimum working conditions and standards in California. These laws and labor
10 standards protect the average working employee from exploitation by employers who may seek to take
11 advantage of superior economic and bargaining power in setting onerous terms and conditions of
12 employment.

13 25. The nature of this action and the format of laws available to Plaintiff and members of
14 the Class identified herein make the class action format a particularly efficient and appropriate
15 procedure to redress the wrongs alleged herein. If each employee were required to file an individual
16 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they
17 would be able to exploit and overwhelm the limited resources of each individual plaintiff with their
18 vastly superior financial and legal resources. Requiring each Class Member to pursue an individual
19 remedy would also discourage the assertion of lawful claims by employees who would be disinclined
20 to file an action against their former and/or current employer for real and justifiable fear of retaliation
21 and permanent damage to their careers and subsequent employment.

22 26. The prosecution of separate actions by the individual Class Members, even if possible,
23 would create a substantial risk of: (a) inconsistent or varying adjudications with respect to individual
24 Class Members against the Defendants and which would establish potentially incompatible standards
25 of conduct for the Defendants; and/or (b) adjudications with respect to individual Class Members
26 which would, as a practical matter, be dispositive of the interest of the other Class Members not
27 parties to the adjudications or which would substantially impair or impede the ability of the class
28 members to protect their interests. Further, the claims of the individual members of the Class are not

1 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs
2 and expenses.

3 27. Proof of a common business practice or factual pattern, which the named Plaintiff
4 experienced and is representative of, will establish the right of each of the members of the Class to
5 recover on the causes of action alleged herein.

6 28. The Class is commonly entitled to a specific fund with respect to the compensation
7 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those
8 funds being improperly withheld by Defendants. This action is brought for the benefit of the entire
9 Class and will result in the creation of a common fund.

10 **FIRST CAUSE OF ACTION**

11 **Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7 and 512**

12 **(Against All Defendants by Plaintiff and the Class)**

13 29. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
14 fully set forth herein.

15 30. In accordance with the mandates of the California Labor Code and the applicable IWC
16 Wage Orders, Defendants had a duty to provide meal periods in accordance with the law for every five
17 (5) hours worked.

18 31. As a pattern and practice and policy, Defendants did not provide employees with their
19 meal periods according to the mandates of the California Labor Code and the applicable IWC Wage
20 Orders because: (1) Plaintiff and other similarly situated employees were not fully relieved of work
21 duties during meal periods because they were required to remain on-call during meal periods, they had
22 to keep a walkie-talkie or radio on during meal periods, and they were required to respond to issues
23 during meal periods; and (2) Plaintiff and other similarly situated employees did not receive timely
24 meal periods because they were required to comply with Defendants' and/or Defendants' security
25 guard clients' instructions as to when they could take their meal periods. Defendants further did not
26 pay proper compensation for these failures.

27 32. Defendants' policy of failing to provide Plaintiff and the Class with legally-mandated
28 meal periods is a violation of California law.

33. Defendants willfully failed to pay employees whom they did not provide meal periods the premium compensation set out in Labor Code § 226.7 and the applicable IWC Wage Orders, and Plaintiff and the Class are owed wages for meal period premium pay.

34. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Orders, including interest thereon.

35. Defendants willfully failed to provide meal periods and the corresponding premium compensation. Defendants' willful failure to provide meal periods and failure to pay meal period premium wage pay 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 Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

36. Moreover, Plaintiff and the Class are entitled to recover reasonable attorney's fees in connection with their meal period claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

SECOND CAUSE OF ACTION

Failure to Provide and Authorize and Permit Rest Periods in Violation of Labor Code § 226.7

(Against All Defendants by Plaintiff and the Class)

37. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

38. In accordance with the mandates of the California Labor Code and the applicable IWC Wage Orders, Defendant had a duty to provide and authorize and permit Plaintiff and the Class a 10-minute rest period for every four (4) hours worked or major fraction thereof.

39. As a pattern and practice and policy of the company, Defendants did not provide employees with their rest periods or authorize and permit them under the law because: (1) Plaintiff and other similarly situated employees were not fully relieved of work duties during rest periods because they were required to remain on-call during rest periods, they had to keep a walkie-talkie or radio on during rest periods, and they were required to respond to issues during rest periods; and (2) Plaintiff

1 and other similarly situated employees did not receive timely rest periods because they were required
2 to comply with Defendants' and/or Defendants' security guard clients' instructions as to when they
3 could take their rest periods. Further, Defendants did not pay proper premium compensation for these
4 failures.

5 40. Defendants' policy of failing to provide and authorize and permit Plaintiff and the Class
6 with legally-mandated rest periods is a violation of California law.

7 41. Defendants willfully failed to pay employees whom they did not provide and authorize
8 and permit rest periods the premium compensation set out in Labor Code § 226.7 and the applicable
9 IWC Wage Orders, and Plaintiff and the Class are owed wages for rest period premiums as set forth
10 above.

11 42. Such a pattern, practice and uniform administration of corporate policy as described
12 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in
13 a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7
14 and the applicable IWC Wage Orders, including interest thereon.

15 43. Defendants willfully failed to provide rest periods and the corresponding premium
16 compensation. Defendants' willful failure to provide rest periods and failure to pay rest period
17 premium wage pay upon separation from employment results in a continued payment of wages up to
18 thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have
19 separated from employment are entitled to compensation pursuant to Labor Code § 203.

20 44. Moreover, Plaintiff and the Class are entitled to recover reasonable attorney's fees in
21 connection with their rest period claims pursuant to Code of Civil Procedure Section 1021.5, the
22 substantial benefit doctrine and/or the common fund doctrine.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1194.2, 1197, and 1197.1** 25 **(Against All Defendants by Plaintiff and the Class)**

26 45. Plaintiff re-alleges and incorporates by reference the preceding as though fully set for
27 herein.

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46. This cause of action is brought pursuant to Labor Code §§ 1194, 1194.2, 1197, 1197.1, which provide that employees are entitled to minimum wages and compensation for work performed, and provide a private right of action for failure to pay minimum wages for work performed.

47. At all times relevant herein, California Labor Code §§ 1194 and 1197 provided that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

48. As a pattern and practice, Defendants regularly required Plaintiff and Class Members to work hours in excess of eight hours a day and forty hours in a workweek, but only paid them for forty hours of work as opposed to all hours worked, including but not limited to by failing to pay Plaintiff and Class Members for: (1) time worked during meal periods that were not duty free; and (2) time spent responding to communications from Defendants when off-the-clock. Thus, Plaintiff and the Class were required to work hours without the compensation of minimum wages.

49. Defendants willfully failed to pay employees minimum wages for all hours worked. Defendants' willful failure to provide minimum wages due and owing them 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 Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

50. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of minimum wages owing, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

FOURTH CAUSE OF ACTION

**For Failure to Compensate For All Overtime Hours Worked in Violation of Labor Code § 510
and 1194**

(Against All Defendants by Plaintiff and the Class)

51. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

1 52. This cause of action is brought pursuant to Labor Code § 1194, which provides that
2 employees are entitled to overtime wages and compensation for work performed, and provides a
3 private right of action for failure to pay legal overtime compensation for overtime work performed.
4 At all times relevant herein, Defendants were required to compensate their nonexempt, hourly
5 employees for all overtime hours worked pursuant to California Labor Code § 1194.

6 53. As a pattern and practice, Defendants systemically failed to pay all overtime wages
7 earned. As a pattern and practice, Defendants required their non-exempt employees to work in excess
8 of eight (8) hours a day and/or in excess of forty (40) hours in a workweek. Nevertheless, Defendant
9 did not pay them the proper overtime compensation for hours worked in excess of eight (8) hours a
10 day and/or in excess of forty (40) hours in a workweek pursuant to Labor Code § 510, including but
11 not limited to by failing to pay Plaintiff and Class Members for: (1) time worked during meal periods
12 that were not duty free; and (2) time spent responding to communications from Defendants when off-
13 the-clock. Accordingly, Plaintiff and Class Members were not compensated for overtime pay for all
14 hours they were subject to the control of Defendants including all time they were suffered or permitted
15 to work.

16 54. As a pattern and practice, Defendants regularly failed to pay overtime and double-time
17 wages for unpaid work time. Additionally, as a pattern and practice, Defendants regularly required
18 Plaintiff and Class Members to work hours without the payment of overtime wages.

19 55. Plaintiff is informed and believes and based thereon alleges that Defendants reduced
20 their labor costs by not paying its employees the appropriate overtime pay. This corporate conduct is
21 accomplished with the advance knowledge and designed intent to save labor costs by requiring
22 Plaintiff and members of the Class to work without proper overtime compensation.

23 56. As a pattern and practice, in violation of the aforementioned labor laws and wage
24 orders, Plaintiff is informed and believes and based thereon alleges Defendants did not properly
25 maintain records pertaining to the proper and accurate rates of pay in violation of California Labor
26 Code §§ 226 and 1194.

27 57. Plaintiff is informed and believes and based thereon alleges Defendants' regular
28 business custom and practice of requiring overtime work and not paying for said work according to the

overtime mandates of California law is, and at all times herein mentioned was in violation of California Labor Code §§ 510, 1194, and California Industrial Welfare Commission Wage Order(s). Defendants' employment policies and practices wrongfully and illegally failed to compensate Plaintiff for overtime compensation earned as required by California law.

58. Defendants willfully failed to pay employees proper compensation for all overtime hours worked. Defendants' willful failure to provide overtime wages due and owing them 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 other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

59. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of overtime premiums owing, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

FIFTH CAUSE OF ACTION

For Failure to Indemnify for All Work Expenses in Violation of Cal. Lab. Code § 2802

(Against All Defendants by Plaintiff and the Class)

60. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

61. This cause of action is brought pursuant to Labor Code § 2802 which requires that employers indemnify their employees for all necessary expenditures or losses incurred by their employees in direct consequence of the discharge of their employees' duties.

62. As a matter of uniform corporate policy, procedure and practice Defendants violated Labor Code § 2802 by failing to reimburse all costs for work-related uniforms, including cleaning expenses incurred maintain required work uniforms.

63. Plaintiff alleges that Defendants' uniform policies regarding the failure to reimburse work-related expenses for maintaining of work uniforms violate California law.

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64. Plaintiff also alleges, in the alternative, even if Defendants' policies regarding the reimbursement of work related expenses for work uniforms are compliant with the law, Defendant, as a matter of uniform practice, failed to reimburse these expenses, which Defendants required of its employees to purchase so they could perform their job duties.

65. Plaintiff alleges that Class Members also incurred expenses to maintain work uniforms and other work related equipment and requested reimbursement for such expenses and were not reimbursed for such expenses throughout the time frame set forth in this Complaint.

66. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the class and subclasses in a civil action for all reimbursements owed, and for costs and attorneys' fees.

SIXTH CAUSE OF ACTION

For Forfeiture of Vested Earned Vacation in Violation of Labor Code § 227.3

(Against All Defendants by Plaintiff and the Class)

67. Plaintiff hereby re-alleges and incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

68. This cause of action is brought pursuant to Labor Code § 227.3 which prohibits employers from forfeiting the vested vacation wages and personal choice holidays of their employees (including but not limited to personal days, flexible days, paid time off, PTO, and other paid time off).

69. As a matter of uniform corporate policy, procedure and practice Defendants violated Labor Code § 227.3 by failing to properly accrue to Plaintiff and Class Members all earned and vested vacation wages (including but not limited to personal days, flexible days, paid time off, PTO, and other paid time off) and fails to cash out at the end of employment all such earned and unused vacation time.

70. Defendants' uniform corporate policy results in a cliff-vesting forfeiture in violation of Labor Code § 227.3 in that by agreement employees can earn toward a set of promised vacation days (including but not limited to personal days, flexible days, paid time off, PTO, and other paid time off), and by their work have earned these days, however, such earned vacation time awarded these

employees and is not cashed out but is forfeited.

71. As such, Plaintiff and Class Members had such vacation wages forfeited, specifically in that Plaintiff and Class Members were not paid for all vacation wages and personal choice holidays (including, but not limited to personal days, flexible days, paid time off, 'PTO', and other paid time off) that he and they had legally earned, vested, and had not used at the time their employment ended and, further, legally earned vacation wages and personal choice holidays (including, but not limited to personal days, flexible days, paid time off, 'PTO', and other paid time off).

72. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the class in a civil action for damages and wages owed and for costs and attorneys' fees.

SEVENTH CAUSE OF ACTION

For Violation of Labor Code § 226 Regarding Record Keeping

(Against All Defendants by Plaintiff and the Class)

73. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 63 as though fully set for herein.

74. Defendants, as a matter of uniform policy, practice and procedure, did not maintain and keep accurate records of their California non-exempt hourly employees in violation of Labor Code § 226.

75. For example, as a matter of policy and practice, among the violations of Labor Code § 226, Defendants failed to record and pay all minimum and overtime wages owed, failed to record and pay meal period premium wages and failed to pay all rest period premium wages when owed, failed to pay all final and vacation wages at the end of employment and all wages earned and owed at the end of employment, failed to pay for all time suffered and permitted to work, resulting in a failure to keep accurate records of the hours worked. Defendants also failed to keep accurate records payment of wages, including the payment of minimum wages, overtime wages, and the corresponding rates of pay.

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76. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for all damages and/or penalties pursuant to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

77. Defendants' wrongful and illegal conduct in failing to accurately record the hours worked in accordance with Labor Code § 226 despite the clear legal obligation to do so, unless and until enjoined and restrained by order of this court, will cause great and irreparable injury to Plaintiff and all members of the Class in that the Defendants will continue to violate these California laws, represented by labor statutes, unless specifically ordered to comply with same. This expectation of future violations will require current and future employees to repeatedly and continuously seek legal redress in order to gain compensation to which they are entitled under California law. Plaintiff and the Class have no other adequate remedy at law to insure future compliance with the California labor laws and wage orders alleged to have been violated herein.

EIGHTH CAUSE OF ACTION

Violation of Labor Code §§ 201 – 204

(Against All Defendants by Plaintiff and the Class)

78. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

79. At all times relevant herein, Defendants were required to pay Plaintiff and Class Members all wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204.

80. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class Members their final wages pursuant to Labor Code §§ 201 to 204 for all meal period wages, rest period wages, minimum wages and overtime wages that were not paid during employment as previously alleged, as well as vacation wages earned and accrued, and accordingly owe waiting time penalties pursuant to Labor Code § 203.

/ / /

81. The conduct of Defendants and their agents and employees as described herein was willfully done in violation of Plaintiff and Class Members' rights, and done by managerial employees of Defendants.

82. Defendants' willful failure to pay all meal period premium wages, rest period premium wages, minimum wages and overtime wages, and improperly deducting wages for work-related uniforms resulted in wages that are due that were owing them 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 Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

NINTH CAUSE OF ACTION

For Violations of Business and Professions Code § 17200, et seq.

(Against All Defendants by Plaintiff and the Class)

83. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

84. Defendants, and each of them, have engaged and continue to engage in unfair business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by their: (a) failure to pay all meal and rest period premium wages owed; (b) failure to pay all minimum wages and overtime wages earned and owed; (c) deducting wages for work-related uniforms; and (d) failure to pay all vacation wages earned and accrued on termination.

85. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors.

86. Plaintiff seeks, on his own behalf, on behalf of other members of the Class similarly situated, and on behalf of the general public, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein. The restitution sought herein includes the equivalent of: (a) all unpaid minimum and overtime wages for all hours worked, (b) all unpaid meal and rest period premium wages owed, (c) all wages deducted for uniforms, and (d) all unpaid vacation wages earned and accrued.

87. Plaintiff seeks, on his own behalf, on behalf of other members of the Class similarly situated, and on behalf of the general public, an injunction to prohibit Defendants from continuing to engage in the unfair business practices complained of herein.

88. The acts complained of herein occurred within the last four years preceding the first filing of the complaint in this action.

89. Plaintiff is informed and believes and on that basis alleges that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the general public the minimum working condition standards and conditions due to them under the California laws and Industrial Welfare Commission wage orders as specifically described therein.

TENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2698-2699

(By Plaintiff and other Aggrieved Employees against Defendants)

90. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

91. This representative claim for relief is brought pursuant to Labor Code §§ 2698-2699 which is the California Private Attorneys General Act of 2004 (“PAGA”).

92. Under PAGA, any aggrieved employee may bring a representative action as a private attorney general on behalf of the general public, including all other aggrieved employees, to recover civil penalties for their employers' violations of the California Labor Code and IWC Wage Orders. These civil penalties are in addition to any other relief available under the California Labor Code, and must be allocated 75% to the State of California's Labor and Workforce Development Agency and 25% to the aggrieved workers, pursuant to California Labor Code § 2699.

93. Plaintiff alleges that Defendant failed to abide by the California Labor Code for work performed in California in the following ways:

a) Defendant violated Labor Code sections 226.7 and 512 by failing to provide Plaintiff and other aggrieved employees with legally-compliant meal and rest periods because (1) Plaintiff and

1 other aggrieved employees were not fully relieved of work duties during meal and rest periods because
2 they were required to remain on-call during meal and rest periods, they had to keep a walkie-talkie or
3 radio on during meal and rest periods, and they were required to respond to issues during meal and rest
4 periods; and (2) Plaintiff and other aggrieved employees did not receive timely meal and rest periods
5 because they were required to comply with Defendants' and/or Defendants' security guard clients'
6 instructions as to when they could take their meal and rest periods. Defendants further did not pay
7 proper compensation for these failures;

8 b) Defendant violated Labor Code Sections 510, 1194, 1197, and 226.2 by failing to pay
9 employees all minimum wages and overtime wages owed for all hours worked. Defendant failed to
10 pay Plaintiff and other aggrieved employees for (1) time worked during meal periods that were not
11 duty free; and (2) time spent responding to communications from Defendants when off-the-clock;

12 c) Defendant violated Labor Code Section 2802 by failing to reimburse employees for all
13 work-related business expenses, including for the all costs for work-related uniforms, including
14 cleaning expenses incurred maintain required work uniforms;

15 d) Defendant violated Labor Code Section 227,3 by failing to properly accrue to Plaintiff
16 and other aggrieved employees all earned and vested vacation wages (including but not limited to
17 personal days, flexible days, paid time off, PTO, and other paid time off) and fails to cash out at the
18 end of employment all such earned and unused vacation time;

19 e) Defendant violated Labor Code Section 226 by failing to record and keep accurate
20 records of employees and violated Labor Code Section 226(a) and/or 226.2 by failing to provide
21 employees with accurate wage statements. The wage statements provided to Plaintiff and other
22 aggrieved employees failed to accurately state the total amount of gross wages earned during the pay
23 period, the total amount of net wages earned during the pay period, the total number of hours worked
24 during the pay period, the meal premiums paid, the reimbursements paid, and the vacation used,
25 accrued and paid;

26 f) Defendant violated Labor Code Sections 201 and/or 202 by not paying employees
27 whose employment terminated all the wages owed to them upon termination. Defendant failed to pay
28 Plaintiff and other aggrieved employees for (1) time worked during meal periods that were not duty

1 free; and (2) time spent responding to communications from Defendants when off-the-clock, which
2 resulted in Plaintiff and aggrieved employees not being paid all wages owed to them upon termination;
3 and

4 g) Defendant violated Labor Code Section 203 by not paying employees whose
5 employment terminated all the waiting time penalties owed to them. The failure of Defendant to pay
6 Plaintiff and other aggrieved employees all the wages owed to them upon termination was willful, but
7 Defendant did not pay any terminated employees any of the waiting time penalties owed to them under
8 Labor Code Section 203.

9 94. Plaintiff was and is a victim of the policies, practices and customs of Defendant
10 complained of above and in this action in ways that have deprived him of the rights guaranteed to him
11 by California Labor Code §§ 201-204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197.1, 2698-2699, 2802,
12 the UCL, and the applicable IWC Wage Order(s).

13 95. Plaintiff is an Aggrieved Employee, and on behalf of himself and other Aggrieved
14 Employees pursuant to the procedures specified in Labor Section 2699.3, Plaintiff seeks recovery of
15 all applicable civil penalties for Defendant's violation of Labor Code §§ 201-204, 226, 226.7, 227.3,
16 512, 1194, 1194.2, 1197.1, 2698-2699, and 2802.

17 96. Plaintiff has complied with all notice provisions required by PAGA to serve as a private
18 attorney general and representative of the Aggrieved Employees in this action. On or about July 18,
19 2023, Plaintiff gave written notice to Defendant and to the California Labor and Workforce
20 Development Agency ("LWDA") of Plaintiff's allegations by certified mail (to Defendant) and
21 electronic transmission (to the LWDA). A true and correct copy of the written Notice dated July 18,
22 2023, is attached hereto as **Exhibit A** and incorporated by reference into this Complaint.

23 97. Plaintiff waited in excess of sixty-five (65) calendar days for any notice from the
24 LWDA that it intended to intervene, in accordance with Labor Code § 2699.3(a), and has not received
25 any such notice. Plaintiff also waited in excess of thirty-three (33) days for written notice that
26 Defendant had cured the violations, in accordance with Labor Code § 2699.3(c), and he has not
27 received any such notice. Accordingly, Plaintiff seeks civil penalties in this action as specifically
28 permitted by Labor Code §§ 2699.3(a)(2)(A) and 2699.3(c)(2)(A).

98. Pursuant to Labor Code § 2699(f), Plaintiff, on behalf of himself and other Aggrieved Employees, seeks recovery of all applicable civil penalties, including but not limited to the following:

- a. One hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per Labor Code § 2699(f)(2);
- b. Two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per Labor Code § 2699(f)(2);
- c. Two hundred and fifty dollars (\$250.00) per Aggrieved Employee per violation in an initial citation per Labor Code § 226.3;
- d. One thousand dollars (\$1,000.00) per Aggrieved Employee per violation in a subsequent citation, per Labor Code § 226.3;
- e. One hundred dollars (\$100.00) for each underpaid Aggrieved Employee for each pay period for which the Aggrieved Employee is underpaid per Labor Code § 1197.1(a)(1); and
- f. Two hundred and fifty dollars (\$250.00) for each underpaid Aggrieved Employee for each pay period for which the Aggrieved Employee is underpaid per Labor Code § 1197.1(a)(2).

99. Plaintiff seeks less than \$50,000.00 in penalties for himself, and less than \$50,000.00 for any individual current or former employee of Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff on his own behalf and on the behalf of the members of the Class and the general public prays for judgment as follows:

1. For an order certifying the proposed Classes and Subclass;
2. For an order appointing Plaintiff as the representative of the Class and Subclass;
3. For an order appointing Counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, for all meal period premium wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs;

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- 1 5. Upon the Second Cause of Action, for all rest period premium wages owed, and for
2 waiting time wages according to proof pursuant to California Labor Code §203 and for
3 costs;
- 4 6. Upon the Third Cause of Action, for all minimum wages owed, liquidated damages, for
5 attorney's fees and costs, and for waiting time penalties according to proof pursuant to
6 California Labor Code § 203;
- 7 7. Upon the Fourth Cause of Action, for all overtime wages owed, for attorney's fees and
8 costs, and for waiting time wages according to proof pursuant to California Labor Code
9 § 203;
- 10 8. Upon the Fifth Cause of Action, for reimbursement of all work-related expenses and
11 interest thereon, and for attorney's fees and costs according to proof pursuant to
12 California Labor Code § 2802;
- 13 9. Upon the Sixth Cause of Action, for all vested vacation wages and personal choice
14 holidays (including but not limited to personal days, flexible days, paid time off, PTO,
15 and other paid time off) pursuant to Labor Code § 227.3 and for costs and attorneys'
16 fees;
- 17 10. Upon the Seventh Cause of Action, for damages or penalties pursuant to statute as set
18 forth in California Labor Code § 226, and for costs and attorneys' fee, and for an order
19 to show cause why Defendants should not be enjoined and ordered to comply with the
20 requirements of Labor Code § 226 for Defendants' employees related to same, and for
21 an order enjoining and restraining Defendants and their agents, servants and employees
22 related thereto;
- 23 11. Upon the Eighth Cause of Action, for waiting time penalties according to proof
24 pursuant to California Labor Code § 203;
- 25 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and other similarly affected
26 members of the general public of all monies unlawfully acquired by Defendants by
27 means of any acts or practices declared by this Court to be violative of the mandate
28 established by the UCL, and for an injunction to prohibit Defendants from engaging in

1 the unfair business practices complained of herein, and for an injunction requiring
2 Defendants to give notice to persons to whom restitution is owing of the means by
3 which to file for restitution;

4 13. Upon the Tenth Cause of Action, for civil penalties under PAGA for violation of Labor
5 Code sections 201-204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197.1, 2698-2699, and
6 2802;

7 14. For reasonable attorneys' fees, expenses and costs as provided by California Labor
8 Code §§ 218.5, 226, 227.3, 1194, 1194.3, 2802, Code of Civil Procedure § 1021.5, and
9 as otherwise provided by law; and

10 15. For such other and further relief the court may deem just and proper.

11
12 DATED: February 5, 2025

LAW OFFICES OF PETER M. HART

13
14 By: /s/ Peter M. Hart

Peter M. Hart

Ashlie E. Fox

Attorneys for Plaintiff Michael Evans

15
16
17 **DEMAND FOR JURY TRIAL**

18 Plaintiff, for himself and the Class, hereby demands a jury trial as provided by
19 California law.

20
21 Dated: February 5, 2025

LAW OFFICES OF PETER M. HART

22
23 By: /s/ Peter M. Hart

Peter M. Hart

Ashlie E. Fox

Attorneys for Plaintiff Michael Evans

Exhibit A

LAW OFFICES OF PETER M. HART

12121 WILSHIRE BLVD., SUITE 725

LOS ANGELES, CA 90025

Tel.: (310) 439-9298

Fax: (509) 561-6441

July 18, 2023

SENT VIA CERTIFIED MAIL & ELECTRONIC UPLOAD

California Labor & Workforce Development Agency (**electronic upload only**)

Attn: PAGA Administrator

800 Capital Mall, Suite 500 (MIC-55)

Sacramento, CA 95814

Web Address: <http://www.dir.ca.gov/Private-Attorneys-General-Act.html>

Internal Upload: <https://dir.tfaforms.net/308>

Re: ***Michael Evans v. TLG Security; TLG, Inc.; The Lancashire Group, Inc.***

Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

Please be advised that this office is counsel to Michael Evans (“Mr. Evans”) and that all future communications should be directed to this office.

Notice is hereby provided as required by California Labor Code § 2699.3, that Mr. Evans, on behalf of himself and all other current and former aggrieved employees employed by TLG Security, TLG, Inc., and by The Lancashire Group, Inc. (collectively, “TLG”). Mr. Evans alleges that TLG has violated, and continues to violate, the provisions of the Labor Code and Wage Orders promulgated by the Industrial Welfare Commission. Mr. Evans is a former employee of TLG who was employed from approximately September 2022 through June 23, 2023 as a non-exempt employee doing the work of a security guard. Those aggrieved employees Mr. Evans represents and seeks redress for under California Labor Code § 2699.3 are all persons who, for one year prior to the date of the submission of this letter and going forward, have been, or currently are, employed in California (or doing the work of employees in California) by TLG as non-exempt employees, including but not limited to those non-exempt employees doing the work of security guards, security officers, shuttle bus drivers, drivers, and valet attendants.

At all times during Mr. Evans’s employment, TLG placed Mr. Evans to work as a security guard at a large post in Oakland, California. Mr. Evans was not fully relieved of his work duties during his meal and rest periods because he was required to remain on-call when on his meal and rest periods, had to keep a walkie talkie or radio on during these breaks to remain in contact with TLG workers, and had to respond to issues during these breaks. Other aggrieved employees that TLG placed to work as security guards also were required to remain on-call during their meal and rest periods and thus, were unable to take duty-free meal and rest periods.

In order to take their meal and rest periods, Mr. Evans and other aggrieved employees were required to comply with TLG and/or their security clients' instructions as to when they were able to take their breaks. These instructions resulted in Mr. Evans and other aggrieved employees not receiving timely meal and rest periods. Moreover, TLG failed to record Mr. Evans's and other aggrieved employees' meal period start and stop times.

In addition, Mr. Evans and other aggrieved employees were not permitted to leave the premises at their post during their meal and/or rest periods unless they had their walkie talkies or radios or phones on and had to respond to calls during these breaks. TLG and/or their security clients interrupted Mr. Evans and other aggrieved employees during their meal and/or rest periods and instructed them to perform work, such as attending to suspicious activities or emergencies.

TLG did not pay Mr. Evans and other aggrieved employees all premium payments owed in lieu of receiving legally-compliant meal and rest periods.

Moreover, TLG also contacted Mr. Evans and other aggrieved employees on their personal cellular phones outside of their work shifts. Mr. Evans and other aggrieved employees were required to respond to such calls and/or texts.

Mr. Evans had to wear work uniforms and work jackets. Mr. Evans and other aggrieved employees paid out-of-pocket for cleaning expenses related to maintaining their required uniforms and jackets and were not paid a maintenance payment for them. TLG did not reimburse Mr. Evans and other aggrieved employees for the purchase of or use of or maintenance of these uniforms and jackets that were business-related expenses.

During Mr. Evans's employment with TLG, he and other aggrieved employees were not given notice that they were entitled to sick leave, nor did they begin to properly accrue any sick leave, despite working for TLG for the required amount of time within a calendar year. Further, TLG did not properly or fully allow Mr. Evans and other aggrieved employees to use sick leave.

Mr. Evans and other similarly aggrieved employees were not paid out all vacation wages (including but not limited to vacation related days such as paid time off, floating holidays, flexible days, etc., and other such days that while not called vacation days were indeed vacation days under California law because they were treated and could be used similarly to vacation days) that should have been accrued and paid out upon termination.

Mr. Evans's employers as described above are liable for civil penalties on behalf of Mr. Evans and other aggrieved employees as described herein under Labor Code §§ 2698-2699 for the following violations:

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1. Violated Labor Code §§ 226.7, 512, 558, and 1194.5, and the applicable wage order(s) issued by the Industrial Welfare Commission (“IWC”), with respect to meal periods and rest periods by (i) failing to provide meal periods in compliance with California law by uniformly administering corporate policies, practices and/or customs concerning written policies, time worked policies, staffing levels, duties, and responsibilities of the employees which meant that employees were not provided duty-free meal periods, were not provided duty-free 30 minute meal periods, were not relieved of all duty during meal periods, were interrupted during meal periods, were required to respond to calls and inquiries at all times during their shifts—including while trying to eat food, had no relief workers to properly cover them, were required to keep and carry and keep on walkie-talkies, phones and/or radios to respond to any and all calls or inquiries including during working meals, and were forced to work through their meal periods, by creating a coercive environment where the right to take an off-duty meal period was illusory, including scheduling employees so that it was impossible to take a legally compliant meal period, by having a practice of failing to maintain records of the start and end of each meal period, and by not paying all meal period premiums when meals were not provided pursuant to California law (including a policy or mechanism to not pay premium wages when employees were unable to take a compliant second meal period where employees worked 12 or more hours), (ii) failing to provide rest periods in compliance with California law by uniformly administering corporate policies, practices and/or customs concerning written policies, time worked policies, staffing levels, duties, responsibilities of the employees which meant that employees were not provided duty-free rest periods, were not provided duty-free 10 minute rest periods, were interrupted during rest periods, were required to respond to calls and inquiries at all times during their shifts—including during working rest breaks, had no relief workers to properly cover them for rest breaks, were required to keep and carry and keep on phones, walkie-talkies, and/or radios to respond to any and all calls or inquiries at all times, including during working rest breaks, and were forced to work through their rest periods, by creating a coercive environment where the right to take an off-duty rest period was illusory, including scheduling employees so that it was impossible to take a legally compliant rest period, and by not paying all rest period premiums for non-compliant rest periods, and (iii) by not paying a full 30 minutes of time at employees’ regular rate of pay when they spent any amount of time on-duty/working during a meal period.

2. Violated Labor Code §§ 201-204, 210, 558, 1194, 1194.2, 1194.5, 1197, 1197.1, and 1198, and the applicable wage order(s), by failing to pay all minimum wages and compensation for all work performed, including but not limited to regularly requiring employees to work in excess of forty (40) hours per week but only paying them for forty (40) hours, regularly deducting employees’ wages resulting in payments of less than minimum wage for all hours worked, and not paying employees for all off-the-clock work, including by failing to pay as time worked the time that employees were required to check out for meal breaks, even though employees were required to work through meal breaks and were not provided duty-free meal breaks, and for time spent responding to communications from TLG on their personal cell phones when off-the-clock.

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3. Violated Labor Code §§ 210, 510, 558, 1194, 1194.5, and 1198, and the applicable wage order(s), by failing to pay all overtime compensation for all overtime work performed, including at the proper rate of overtime pay, by uniformly administering corporate policies, practices and/or customs that required employees to work more than eight (8) hours in a workday and/or forty (40) hours in a workweek but not paying proper overtime compensation for those hours, that regularly failed to pay all overtime compensation by splitting time worked improperly over two days and thus failed to pay daily overtime correctly, and that failed to pay all overtime and double-time wages for all off-the-clock work, including by failing to pay as time worked the time that employees were required to check out for meal breaks, even though employees were required to work through meal breaks and were not provided duty-free meal breaks, and for time spent responding to communications from TLG on their personal cell phones when off-the-clock.

4. Violated Labor Code §§ 2802 by failing to reimburse and indemnify work-related expenses and losses, including, but not limited to, cleaning expenses for maintenance of required uniforms, in the course of discharging official duties.

5. Violated Labor Code §§ 226, 226.3, 1174, and 1174.5 by providing inaccurate itemized wage statements due to the above alleged claims. Further, as a result of the failure to record and pay overtime wages including at the proper rate of overtime pay, failure to record and pay meal period premium wages and failure to pay all rest period premium wages when owed, failure to record all time worked and all overtime hours worked, failure to pay all final wages at the end of employment and all wages earned and owed at the end of employment, and failure to pay for all time suffered and permitted to work, Related failed to maintain accurate time records and failed to provide accurate wage statements. Defendants also failed to keep accurate records payment of wages, including the payment of minimum wages, overtime wages, and the corresponding rates of pay, including specifically by failing to pay as time worked the time that employees were required to check out for meal breaks even though employees were required to work through meal breaks and were not provided duty-free meal breaks. These failures caused injury to employees' statutory rights in that it caused confusion over whether they had received all of the wages owed them, in addition to their difficulty and expense in reconstructing pay records and making mathematical computations to analyze whether the wages paid did in fact compensate them for all hours worked.

6. Violated Labor Code §§ 201-204, 210, by failing to pay all wages earned within the appropriate time period required for payment, including by failing to timely pay the wages owed for all meal period wages, rest period wages, minimum wages, overtime wages, and reporting time wages, as stated above, and thus failing to pay all final wages due upon separation from employment.

7. Violated Labor Code §§ 245-249 by failing to allow aggrieved employees to accrue and take sick leave. Specifically, TLG failed to give notice to aggrieved employees that they were entitled to accrue and take sick leave, failed to accrue sick leave for aggrieved employees who worked more than 30 days in a calendar year, and

failed to allow aggrieved employees of longer than 90 days to take accrued sick leave.

8. Violated Labor Code § 227.3 by failing to properly vest vacation wages and/or causing unlawful forfeiture of vacation wages. Specifically, TLG did not pay out all vacation wages (including but not limited to vacation related days, paid time off, floating holidays, flexible days, etc.) that should have been accrued by and paid out upon termination to aggrieved employees.

Mr. Evans believes TLG, in addition to the aforementioned Labor Code violations, violated and continues to violate the California Business and Professions Code § 17200, *et seq.*, (Unfair Practices Act). Mr. Evans further alleges that TLG's misconduct is ongoing, and that TLG is subject to civil penalties as provided by various provisions of the Labor Code, including Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, and 2802. We believe that Mr. Evans and other similarly situated and aggrieved persons who, who, for one year prior to the date of the submission of this letter, have been, or currently are, employed in California by TLG as security guards, security officers, shuttle bus drivers, drivers, and/or valet attendants are entitled to all statutory and civil penalties, damages, restitution, and injunctive relief allowed by law. Mr. Evans's investigation is ongoing and continuing, and Mr. Evans reserves all rights to assert additional Labor Code violations, as may be revealed by his ongoing investigation and discovery.

Mr. Evans requests that the Labor and Workforce Development Agency not investigate these violations and permit Plaintiff to pursue claims for such penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.* However, if it wishes to investigate this matter further, please notify this office. If no notice is provided within sixty-five (65) calendar days of the submission date of this letter, Mr. Evans will proceed to seek civil penalties and all other appropriate relief under PAGA in her lawsuit.

Thank you for your time and consideration.

Very truly yours,

Peter M. Hart, Esq.

cc: Sent By Certified Mail To:

TLG Security
37053 Cherry Street, Suite 210
Newark, CA 94560

TLG, Inc.
37053 Cherry Street, Suite 210
Newark, CA 94560

The Lancashire Group, Inc.
c/o Ian Thomas McDonnell
39899 Balentine Drive, Suite 200
Newark, CA 94560

PROOF OF SERVICE

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

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 12121 Wilshire Blvd., Suite 525, Los Angeles, CA 90025.

On February 5, 2025, I served the following documents described as:

FIRST AMENDED COMPLAINT

on all interested parties in this action listed as below:

Karin Morgan Cogbill, Esq. Jackson Lewis P.C. 160 W Santa Clara Street, Suite 400 San Jose, CA 95110 T: (408) 579-0404 F: (408) 998-4790 Karin.Cogbill@jacksonlewis.com <i>Attorneys for Defendant, The Lancashire Group, Inc.</i>	
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☒ (VIA E-MAIL) Based upon a court order or the parties' agreement, I caused to have such documents sent by electronic service by e-mailing a true and correct copy to the e-mail address(es) set forth above.

☐ (VIA U.S. MAIL) I caused such envelope(s) to be deposited in the mail at Los Angeles, CA with postage fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 5, 2025.

/s/ Ashlie E. Fox
Ashlie E. Fox