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Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

SUMMONS ISSUED

Attorney for Plaintiff,
Autumn Moore, on behalf of the general public and other “aggrieved employees”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

AUTUMN MOORE, on behalf of the general
public and other “aggrieved employees”,

Plaintiff,

vs.

AEGIS SECURITY & INVESTIGATIONS
INC., a California Corporation, and DOES 1
through 10, inclusive.

Defendants.

CASE NO. C23-02631

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e) 1174(d), 201-203,
204(a)(b), 2802, 1198, 210, 218,
6400, 6401, 6403, 6404, 6407, 8 CCR
3202**

DEMAND FOR JURY TRIAL

Plaintiff AUTUMN MOORE (“Plaintiff”), on behalf of the general public and other
“aggrieved employees” complains of Defendants as follows:

I. INTRODUCTION

1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on
behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by
Aegis Security & Investigations, Inc. and any subsidiaries or affiliated companies (hereinafter
collectively referred to as “Defendants”) within California.

2. For at least one (1) year prior to the filing of this action and continuing to the present
(the “liability period”), Plaintiff and Defendant’s California employees were routinely unable, and
not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California
employees were forced to continue working through their meal and rest breaks in order to assist

1 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to
2 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
3 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees
4 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
and IWC Order No. 5-2001, Section 12.

5 3. Plaintiff and Defendants' California employees were required to work off the clock
6 for Defendant. Specifically, Plaintiff and Defendant's California employees were instructed to work
7 approximately 1 hour after they had clocked out to answer her Supervisor's questions. Defendants
8 did not compensate Plaintiff and Defendants' California employees if these tasks were completed
9 outside of her regular work hours. These excess hours were not recorded on our client's and
10 Defendants' California employees wage statements. Plaintiff and Defendant's California employees
11 should have been compensated for that time, but she was not in violation of Labor Code Sections
12 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for
13 all hours worked including all straight time wages, and overtime wages. These failures to pay wages
constitute violations of Labor Code § 510 and 1194.

14 4. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement
15 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
16 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
17 balance of the full amount of this minimum wage or overtime compensation, including interest
18 thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees
19 claim that Defendant engaged in "rounding." This essentially means that the Defendant underpaid
Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

20 5. Defendants failed to issue Plaintiff and Defendant's California employees accurately
21 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
22 employees with all wages due, as detailed above, their wage statements failed to accurately state all
23 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
24 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
25 hourly rates during the pay period and the corresponding number of hours worked, in violation of
26 Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the
wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's

1 worked hours, due to the illegal rounding. These violations also violate Labor Code §§ 226(e) and
2 226.3 with respect to Plaintiff and Defendants' California employees.

3 6. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
4 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
5 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
6 Defendant's California employees, and the records maintained by Defendants, have not accurately
7 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

8 7. Our client further alleges that Defendants paid him and Defendant's California
9 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
10 were not paid all wages due and owing throughout the course of their employment as a result of
11 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
12 were not paid all final wages due and owing for the entirety of their employment. This violates
Labor Code §§ 201-203.

13 8. Defendant pays Plaintiff and its California employees on a bi-weekly basis and has
14 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
15 be paid no later than seven calendar days following the close of the payroll period. Due to the
16 violations described above, Plaintiff and Defendant's California employees did not receive all of
their wages earned in a timely manner as required by Labor Code § 204(a)(b).

17 9. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
18 equipment they purchased to perform work for Defendant such as face masks and uniforms.
19 Moreover, Defendant failed to reimburse Plaintiff and Defendant's California employees for uniform
20 maintenance. Defendant further failed to reimburse its California employees for using their personal
21 cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall
22 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
23 direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's
24 California employees have incurred reasonable and necessary expenses in the course of their job
duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

25 10. Plaintiff alleges that Defendant did not provide Plaintiff and Defendant's California
26 employees with a seat, in violation of California Labor Code § 1198 and Wage Order 7-2001, § 14.
27 Plaintiff was required to stand for extended periods of time despite the fact that the nature of her
28

1 work did not require that she remain standing at all times. California Labor Code § 1198 makes it
2 illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage
3 Order. By failing to provide Plaintiff and Defendant's California employees with suitable seating in
4 violation of § 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

5 11. Defendants failed to continue to take precautions to ensure employee safety after the
6 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
7 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the
8 onset of COVID, were required to partake in mandatory temperature and health checks, but these
9 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
10 still a health risk to the employees. Plaintiff and Defendant's California employees were also
11 required to provide their own masks at the workplace. As a result of these practices, Defendants have
12 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
13 and healthful environment for their Employees, as outlines above. Defendants are liable for civil
14 penalties pursuant to Cal. Labor Code § 2699 *et seq.*

15 12. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
16 employees as a result of the unlawful employment policies and practices herein. As a result of these
17 practices, Plaintiff and Defendant's California employees were underpaid for hours worked,
18 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
19 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
20 to pay wages as required by law.

21 13. Plaintiff, on behalf of the general public other "aggrieved employees" brings this
22 action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194(a), 1194.2, 226(a)(e), 1174(d),
23 1198201-203, 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202.

24 14. Venue as to each Defendant is proper in this judicial district, pursuant to
25 Code of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
26 alleged herein took place in Martinez, California.

27 II. PARTIES

28 A. PLAINTIFF

15 15. Plaintiff Autumn Moore is a resident of Antioch, California. At all times relevant
16 herein, he was employed by Defendants in Contra Costa County, California. Plaintiff was employed
17 by Defendants as a non-exempt, hourly employee in California, including in and around the city of

1 Martinez, County of Contra Costa. During Plaintiff's employment:

- 2 A. Plaintiff did not receive final wages at the time of his termination.
- 3 B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
- 4 thereof, as required by the Labor Code and relevant Wage Orders.
- 5 C. Plaintiff was required to work either in excess of eight hours per workday or in excess of
- 6 forty hours per workweek without receiving compensation at a rate of one and one half
- 7 the regular rate of pay.
- 8 D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
- 9 violation of Labor Code § 226(a).
- 10 E. Plaintiff did not receive his compensation in accordance with Labor Code § 204 in that
- 11 Defendants failed to issues wages to its employees within seven (7) calendar days after
- 12 the pay period ended.
- 13 F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in
- 14 accordance with Labor Code §§ 201-203.
- 15 G. Plaintiff was required to stand for extended periods of time despite the fact that the nature
- 16 of his work did not require that he remain standing at all times, in violation of Labor
- 17 Code § 1198.
- 18 H. Defendant also failed to reimburse Plaintiff and Defendant's California employees for
- 19 reasonable and necessary expenses in the course of their job duties, in violation of Labor
- 20 Code § 2802.

21 **B. DEFENDANTS**

22 16. Defendant Aegis Security & Investigations, Inc. is a California Corporation doing

23 business in Martinez, California. It operates within the State of California. Defendant employed

24 Plaintiff and similarly situated employees within California. The violations alleged herein arose in

25 Martinez, California.

26 17. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'

27 CALIFORNIA EMPLOYEES," shall mean Defendant Aegis Security & Investigations, Inc.'s non-

28 exempt employees.

18 18. The true names and capacities, whether individual, corporate, associate, or otherwise,

19 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who

20 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is

1 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
2 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
3 seek leave of court to amend this Complaint to reflect the true names and capacities of the
4 Defendants designated hereinafter as DOES when such identities become known.

5 19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
6 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
7 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
8 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
9 employer and/or joint employer of Plaintiff and all other aggrieved employees.

10 **FACTUAL ALLEGATIONS**

11 20. Plaintiff and Defendant's California employees were routinely unable, and not
12 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
13 minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California
14 employees were forced to continue working through their meal and rest breaks in order to assist
15 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to
16 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
17 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees
18 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
19 and IWC Order No. 5-2001, Section 12.

20 21. Plaintiff and Defendants' California employees were required to work off the clock
21 for Defendant. Specifically, Plaintiff and Defendant's California employees were instructed to work
22 approximately 1 hour after they had clocked out to answer her Supervisor's questions. Defendants
23 did not compensate Plaintiff and Defendants' California employees if these tasks were completed
24 outside of her regular work hours. These excess hours were not recorded on our client's and
25 Defendants' California employees wage statements. Plaintiff and Defendant's California employees
26 should have been compensated for that time, but she was not in violation of Labor Code Sections
27 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for
28 all hours worked including all straight time wages, and overtime wages. These failures to pay wages
constitute violations of Labor Code § 510 and 1194.

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1 22. Additionally, Labor Code Section 1194(a) states: “[n]otwithstanding any agreement
2 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
3 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
4 balance of the full amount of this minimum wage or overtime compensation, including interest
5 thereon, reasonable attorney’s fees, and costs of suit. Plaintiff and Defendant’s California employees
6 claim that Defendant engaged in “rounding.” This essentially means that the Defendant underpaid
7 Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

8 23. Defendants failed to issue Plaintiff and Defendant’s California employees accurately
9 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants’ California
10 employees with all wages due, as detailed above, their wage statements failed to accurately state all
11 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
12 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
13 hourly rates during the pay period and the corresponding number of hours worked, in violation of
14 Labor Code § 226(a)(9), as a result of Defendants’ failure to pay all overtime wages due. Since the
15 wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff’s
16 worked hours, due to the illegal rounding. These violations also violate Labor Code §§ 226(e) and
17 226.3 with respect to Plaintiff and Defendants’ California employees.

18 24. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant’s
19 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
20 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and
21 Defendant’s California employees, and the records maintained by Defendants, have not accurately
22 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
23 premiums, and total hour worked.

24 25. Our client further alleges that Defendants paid him and Defendant’s California
25 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
26 were not paid all wages due and owing throughout the course of their employment as a result of
27 Defendants’ failure to pay all premium wages as detailed above, at the time of their separation, they
28 were not paid all final wages due and owing for the entirety of their employment. This violates
Labor Code §§ 201-203.

26 26. Defendant pays Plaintiff and it’s California employees on a bi-weekly basis and has

1 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
2 be paid no later than seven calendar days following the close of the payroll period. Due to the
3 violations described above, Plaintiff and Defendant's California employees did not receive all of
4 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

5 27. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
6 equipment they purchased to perform work for Defendant such as face masks and uniforms.
7 Moreover, Defendant failed to reimburse Plaintiff and Defendant's California employees for uniform
8 maintenance. Defendant further failed to reimburse its California employees for using their personal
9 cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall
10 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
11 direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's
12 California employees have incurred reasonable and necessary expenses in the course of their job
13 duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

14 28. Plaintiff alleges that Defendant did not provide Plaintiff and Defendant's California
15 employees with a seat, in violation of California Labor Code § 1198 and Wage Order 7-2001, § 14.
16 Plaintiff was required to stand for extended periods of time despite the fact that the nature of her
17 work did not require that she remain standing at all times. California Labor Code § 1198 makes it
18 illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage
19 Order. By failing to provide Plaintiff and Defendant's California employees with suitable seating in
20 violation of § 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

21 29. Defendants failed to continue to take precautions to ensure employee safety after the
22 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
23 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the
24 onset of COVID, were required to partake in mandatory temperature and health checks, but these
25 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
26 still a health risk to the employees. Plaintiff and Defendant's California employees were also
27 required to provide their own masks at the workplace. As a result of these practices, Defendants have
28 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
and healthful environment for their Employees, as outlines above. Defendants are liable for civil
penalties pursuant to Cal. Labor Code § 2699 *et seq.*

30. Defendants failed to pay all wages earned to Plaintiff and Defendant's California

1 employees as a result of the unlawful employment policies and practices herein. As a result of these
2 practices, Plaintiff and Defendant's California employees were underpaid for hours worked,
3 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
4 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
5 to pay wages as required by law.

6 **CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR** 9 **CODE §§ 226.7, 512, 558, 510, 1194, 1194(a), 1194.2, 226(a), (e), 1174(d), 201-203, 204(a)(b),** 10 **2802, 1198, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202**

11 31. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
12 forth herein.

13 32. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
14 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194,
15 1194(a), 1194.2, 226(a), (e), 201-203, 204(a)(b), 1174(d), 2802, 1198, 210, 218, 222, 6400, 6401,
16 6403, 6404, 6407, 8 CCR 3202.

17 33. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
18 in an amount to be shown at the time of trial subject to the following formula:

- 19 a. With respect to the violation of Labor Code § 2699(f) for violations of
20 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194(a), 1194.2, 226(a), (e),
21 1174(d), 201-203, 204(a)(b), 2802, 1198, 210, 218, 6400, 6401, 6403,
22 6404, 6407, 8 CCR 3202, \$100 for the initial violation per employee per
23 pay period and \$200 for each subsequent violation per employee per pay
24 period.

25 34. These penalties will be allocated 75% to the Labor Workforce Development Agency,
26 and 25% to the affected employees.

27 35. On August 11, 2023, Plaintiff sent a letter, by certified mail, return receipt requested,
28 to the LWDA and Defendants setting forth the facts and theories of the violations alleged against
Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**). Pursuant to Labor Code §
2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar

1 days of August 11, 2023. Plaintiff may therefore commence this action to seek penalties pursuant to
2 Labor Code § 2698 *et seq.*

3 36. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
4 as described herein.

5 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR**
6 **COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

7 37. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
8 forth herein.

9 38. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each
10 day that Defendants failed to properly provide one or more meal or rest periods as set forth in the
11 IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

12 39. Defendants have failed to provide Plaintiff and all other aggrieved employees one or
13 more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff
14 and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for
15 each day on which one or more meal or rest periods were not provided.

16 40. Plaintiff and Defendant's California employees were routinely unable, and not
17 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
18 minute meal break for every shift they worked. Specifically, Plaintiff and all other aggrieved
19 employees were further forced to continue working through their meal and rest breaks in order to
20 assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were
21 unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium
22 wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California
23 employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512,
24 and 558, and IWC Order No. 5-2001, Section 12.

25 41. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and
26 rest period compensations, which he was owed since he commenced working for Defendants,
27 according to proof.

28 42. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and
prejudgment interest.

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3 **ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES**
4 **IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

5 43. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
6 forth herein.

7 44. Plaintiff and Defendants' California employees were required to work off the clock
8 for Defendant. Specifically, Plaintiff and Defendant's California employees were instructed to work
9 approximately 1 hour after they had clocked out to answer her Supervisor's questions. Defendants
10 did not compensate Plaintiff and Defendants' California employees if these tasks were completed
11 outside of her regular work hours. These excess hours were not recorded on our client's and
12 Defendants' California employees wage statements. Plaintiff and Defendant's California employees
13 should have been compensated for that time, but she was not in violation of Labor Code Sections
14 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for
15 all hours worked including all straight time wages, and overtime wages. These failures to pay wages
16 constitute violations of Labor Code § 510 and 1194.

17 45. Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement
18 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
19 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
20 balance of the full amount of this minimum wage or overtime compensation, including interest
21 thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees
22 claim that Defendant engaged in "rounding." This essentially means that the Defendant underpaid
23 Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

24 46. Defendant has failed to pay all overtime wages due to non-exempt employees. As a
25 result, employees are not properly compensated for work performance in excess of eight (8) hours in
26 a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than
27 one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of
28 eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime
compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California
employees were forced to work overtime and were not paid for all hours worked including all

1 straight time wages, and overtime wages. These failures to pay all overtime wages constitute
2 violations of Labor Code §§ 510, 1194, 1194.2.

3 47. As a result of the unlawful acts of Defendants in willfully failing to pay all wages,
4 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
5 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
6 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
7 Code § 1194.2.

8 **ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH**
9 **ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**
10 **(LABOR CODE § 226(a), (e)), 1174(d))**

11 48. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
12 forth herein.

13 49. Section 226(a) of the California Labor Code requires Defendants to provide wage
14 statements to employees. In those wage statements, Defendants must accurately set forth, among
15 other things, the total gross and net wages earned, the total hours worked, and the hourly rates in
16 effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor
17 Code § 226(a).

18 50. Defendants failed to issue Plaintiff and Defendant's California employees accurately
19 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
20 employees with all wages due, as detailed above, their wage statements failed to accurately state all
21 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
22 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all
23 applicable hourly rates during the pay period and the corresponding number of hours worked, in
24 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages
25 due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of
26 Plaintiff's worked hours, due to the illegal rounding. These violations also violate Labor Code §§
27 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

28 51. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code §
226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and
Defendant's California employees and the records maintained by Defendants, have not accurately

1 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
2 premiums, and total hour worked.

3 52. The wage statements provided to Plaintiff and all other aggrieved employees fail to
4 accurately itemize in wage statements total gross and net wages earned, and the total hours worked,
5 and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are
6 knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage
7 statements, thereby entitling him to penalties pursuant to Labor Code § 226(e).

8 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**
9 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**
10 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

11 53. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as
12 though fully set forth herein.

13 54. At all times material herein, the California Labor Code Sections 201, 202, and
14 203 were in effect and binding on Defendants.

15 55. California Labor Code § 202 requires employers to pay employees all wages due
16 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
17 part that "if an employer discharges an employee, the wages earned and unpaid at the time of
18 discharge are due and payable immediately." California Labor Code § 203 provides that if an
19 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
20 pay the subject employee's wages until the back wages are paid in full or an action is
21 commenced. The penalty cannot exceed 30 days of wages.

22 56. Plaintiff was entitled to compensation for unpaid wages, but to date has not
23 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
24 Plaintiff at the time of his termination. Thus, since Defendants failed to promptly pay Plaintiff
25 all wages due to Plaintiff at the time of his termination, Defendants violated Section 201 of the
26 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
27 Section 203.

28 57. More than 30 days have passed since Plaintiff's employment ended with
Defendants.

58. As a consequence of Defendants' willful conduct in not paying wages owed to

1 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
2 Defendants' failure to timely pay legal wages.

3 **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**
4 **IN VIOLATION OF LABOR CODE § 204(a)(b)**

5 59. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
6 forth herein.

7 60. At all times relevant herein, Labor Code § 204 was in full force and effect and
8 binding on Defendants.

9 61. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
10 earned wages must be paid at least twice a month, on days designated in advance by the employer.
11 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
12 between the 16th and 26th day of the same month. Work performed between the 16th and the last
13 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §
14 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end
15 of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

16 62. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have
17 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
18 be paid no later than seven calendar days following the close of the payroll period. Due to the
19 violations described above, Plaintiff and Defendants' California employees did not receive all of
20 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

21 63. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees
22 earned wages when they became due, failed to pay wages on a bi-weekly basis, and have failed to
23 comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be
24 paid no later than seven calendar days following the close of the payroll period. Due to the violations
25 described above, Plaintiff and Defendant's California Employees did not receive all of their wages
26 earned when due and in a timely manner as required by Labor Code § 204.

27 64. Defendants have failed to comply with the above-section because they waited longer
28 than seven days from the close of the pay period to pay its bi-weekly paid employees.

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**ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN
VIOLATION OF CALIFORNIA LABOR CODE § 2802**

65. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though fully set forth herein.

66. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

67. Defendant failed to reimburse Plaintiff and Defendant’s California employees for the equipment they purchased to perform work for Defendant such as face masks and uniforms. Moreover, Defendant failed to reimburse Plaintiff and Defendant’s California employees for uniform maintenance. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

68. As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

69. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorneys’ fees and cost, under Labor Code § 2802.

70. Plaintiff also requests relief as described below.

**ALLEGATIONS AS TO FAILURE TO PROVIDE SUITABLE SEATING IN
VIOLATION OF LABOR CODE § 1198 AND § 14(a) OF WAGE ORDER 7-2001**

71. Plaintiff incorporates and realleges by reference all previous paragraphs of this Complaint as if fully set forth herein.

72. California Labor Code § 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff with suitable seating in violation of § 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

1 73. Plaintiff was required to stand for extended periods of time despite the fact that
2 the nature of his work did not require that he remain standing at all times. Plaintiff was
3 employed by Defendant and was not provided with a seat, in violation of California Labor
4 Code § 1198 and Wage Order 7-2001, § 14.

5 74. Plaintiff was harmed by Defendant's failure to provide him with suitable seating
6 because he was required to stand for extended periods of time despite the fact that the nature of
7 his work did not require that he remain standing at all times.

8 75. Wherefore, Plaintiff requests relief as described below.

9 **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**
10 **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**
11 **(LABOR CODES §§ 210, 218)**

12 76. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
13 forth herein.

14 77. Section 2(K) or Wage Order 5 defines "hours worked" as "the time during which an
15 employee is subject to the control of an employer, and including all the time the employee is
16 suffered or permitted to work, whether or not required to do so." Labor Code §§ 1194 and 1197
17 required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad
18 established by the Wage Order. Defendants did not pay for all hours worked and frequently required
19 Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment
20 practices which resulted in underpayment for hours worked each pay period as more set forth below:

21 78. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
22 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).
23 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies
24 and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked,
25 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
26 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
27 to pay wages as required by law.

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**ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT
THAT IS SAFE AND HEALTHFUL IN VIOLATION OF
(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

79. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

80. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for Plaintiff therein. Cal. Labor Code § 6401 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer.

81. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety devices and safeguard reasonably adequate to render the employment and place of employment safe, or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of Plaintiff and Defendant’s California employees.

82. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct. Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to Plaintiff and Defendant’s California employees. Plaintiff and Defendant’s California employees was also required to provide their own masks at the workplace.

83. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for Plaintiff, as outlines above.

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RELIEF REQUESTED

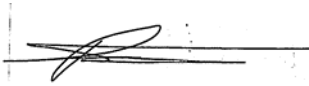
WHEREFORE, Plaintiff prays for the following relief:

1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty (30) days;
2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved employees;
3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved employees;
4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved employees;
5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved employees;
6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved employees;
7. For penalties pursuant to Labor Code § 1198 for Plaintiff and all other aggrieved employees;
8. For penalties pursuant to Labor Code § 1174(d) for Plaintiff and all other aggrieved employees;
9. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved employees;
10. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved employees;
11. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and all other aggrieved employees;
12. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1);
13. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);
14. An award of prejudgment and post-judgment interest;
15. An award providing for payment of costs of suit; and
16. Such other and further relief as this Court may deem just and proper.

1
2 Dated: October 17, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

3
4
5 By:



6 ROMAN OTKUPMAN
7 Attorneys for Plaintiff

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

10 Dated: October 17, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

11
12
13 By:



14 ROMAN OTKUPMAN
15 Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

August 11, 2023

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Aegis Security & Investigations, Inc.
10866 Washington Blvd #309
Culver City, CA 90232
Defendant certified mail # 7022 2410 0001 4137 9636

VIA CERTIFIED MAIL

Agent for Service of Process
Jeffrey Zisner
10866 Washington Blvd #309
Culver City, CA 90232
Agent certified mail # 7021 2720 0002 8202 0164

VIA CERTIFIED MAIL

Aegis Security & Investigations, Inc.
3503 Alhambra Ave
Martinez, CA 94553
Defendant certified mail # 7022 3330 0001 1012 4672

Re: ***Autumn Moore v. Aegis Security & Investigations, Inc. – Labor Code Violations of
Aegis Security & Investigations, Inc. – Compliance Letter of California Labor Code §
2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Autumn Moore (“Plaintiff”), a former California employee of Aegis Security & Investigations, Inc. (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about July 9, 2022. While working for Defendant as a Security Guard, Plaintiff was earning (\$21.00) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Specifically, Plaintiff and Defendant's California employees were instructed to work approximately 1 hour after they had clocked out to answer her Supervisor's questions. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that Defendant engaged in "rounding." This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to the illegal rounding. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks and uniforms. Moreover, Defendant failed to reimburse Plaintiff and Defendant's California employees for uniform maintenance. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Plaintiff alleges that Defendant did not provide Plaintiff and Defendant's California employees with a seat, in violation of California Labor Code § 1198 and Wage Order 7-2001, § 14. Plaintiff was required to stand for extended periods of time despite the fact that the nature of her work did not require that she remain standing at all times. California Labor Code § 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff and Defendant's California employees with suitable seating in violation of § 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC § 6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was

still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

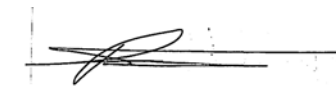
Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN