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Superior Court of California
County of Stanislaus
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF STANISLAUS**

DERECK JAMES BRUENECKE, on behalf of others similarly situated under the Private Attorneys General Act,

Plaintiffs,

vs.

ONTEL SECURITY SERVICES, INC., and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-26-005628

**REPRESENTATIVE ACTION COMPLAINT**

1. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

This case has been assigned to Judge Mayne, John R., Department Dept. 21, for all purposes including Trial.

Plaintiff DERECK JAMES BRUENECKE, on behalf of the State of California under the Private Attorneys General Act ("Plaintiff") brings this REPRESENTATIVE ACTION COMPLAINT against Defendants ONTEL SECURITY SERVICES, INC., and DOES 1 through 50, inclusive (collectively "Defendants"), alleging as follows:

## INTRODUCTION

1. This is a representative action filed for wage and hour violations of the California Labor Code.

2. Defendant failed to compensate Plaintiff and covered employees for all hours suffered or permitted to work in violation of the applicable IWC Wage Order.

3. Defendant underpayment of wages was facilitated by their company-wide practices of requiring off-the-clock work.

4. Defendant also underpaid overtime and premiums at the lawful rate of pay for overtime hours worked.

5. Defendant failed to provide, authorize, and/or permit Plaintiff and the covered employees to take compliant meal and rest periods to which they were entitled. Yet Defendant did not pay all meal and rest period premiums.

6. Defendant failed to compensate Plaintiff and the covered employees for costs incurred for work-related purposes.

7. Defendant violated California Labor Code section 432.5 by requiring that Plaintiff and the covered employees sign non-competition agreements.

8. Defendant's employment policies, practices, and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the covered employees.

9. Defendant is further liable for derivative claims for wage statements, untimely payment, and other associated violations.

10. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests, attorney's fees and costs.

## JURISDICTION & VENUE

11. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

12. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

13. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

14. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

## PARTIES

### A. Plaintiff Dereck James Bruenecke

15. Plaintiff James Bruenecke is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about June 2025 to November 2025. Plaintiff worked as a Reserve Patrol Officer.

16. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

### B. Defendants

17. Defendant Ontel Security Services, Inc. is a California corporation that maintains operations and conducts business throughout the State of California, including in this county.

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

parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

19. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

20. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

21. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

## **GENERAL ALLEGATIONS**

22. Plaintiff and the covered employees worked for Defendant as non-exempt employees and were compensated on an hourly basis.

23. Defendant failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Defendant employed an unlawful practice of requiring Plaintiff and the covered employees to work overtime hours while off-the-clock. During the relevant period, Plaintiff and the covered employees were required to work additional unpaid time due to an impracticable workload and the demanding requirements of the job. For example, Plaintiff routinely worked approximately an additional thirty minutes to one hour of unpaid time one to two times per week due to the demands of his position. Plaintiff was required to complete patrols, respond to calls, search for incidents, and complete paperwork within a single shift,

while also ensuring attendance for end-of-shift briefings.

24. Additionally, Plaintiff was required to continuously travel between locations, remain at sites for limited periods of time, and respond immediately to radio or phone calls. This was common amongst the covered employees.

25. Moreover, Plaintiff and the covered employees were required to attend daily end-of-shift briefings with supervisors, during which work assignments and completed tasks were discussed. Plaintiff was consistently clocked out during these briefings, despite their mandatory nature and direct benefit to Defendant. Consequently, Plaintiff performed substantial hours worked in excess of his scheduled time without receiving proper compensation, including overtime pay, for all hours worked. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice with respect to other covered employees.

26. As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

27. Defendant failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. For example, although Defendant maintained a strict policy requiring preapproval of overtime, Plaintiff alleges that overtime was often not approved even after it had already been worked. No explanation was provided for the denial. Instead, Human Resources would adjust Plaintiff's and on information and belief, the covered employees' time records to remove the overtime hours, resulting in Plaintiff not being compensated for those hours worked. Plaintiff and the covered employees were further discouraged from accurately reporting overtime, as he was threatened with disciplinary action if he continued to incur overtime without prior approval.

28. At the same time, Defendant imposed workloads that could not reasonably be completed within an eight-hour shift and encouraged Plaintiff and the covered employees to complete their duties more quickly, despite the impracticability of completing all assigned duties and required paperwork within the allotted time. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice with respect to other covered employees. An illustrative

example of Plaintiff's failure to receive compensation for his overtime hours is set forth in his time card from 9/29/2025 to 10/5/2025. The timecard from Defendant shows multiple handwritten adjustments that appear to remove or reduce overtime hours. Notes on the document indicate that certain shifts exceeding standard limits were either capped or reclassified, including annotations suggesting hours were "taken off" or treated as unpaid time. These markings are consistent with a pattern of modifying recorded work hours after the fact.

29. Additionally, Plaintiff was required to perform additional work off-the-clock, including attending mandatory briefings. To the extent these uncompensated hours caused Plaintiff to work more than eight hours in a day or forty hours in a week, Plaintiff is owed unpaid overtime wages as a result.

30. Plaintiff and other covered employees routinely experienced missed, late, short, and interrupted meal periods due to the pressures to keep up with the high demands of the job. Due to an impracticable workload, Plaintiff and the covered employees were often required to skip, miss, or otherwise experienced non-compliant meal periods.

31. Specifically, the timeframe expected for Plaintiff and the covered employees to complete their daily posts and duties was unreasonable, as Defendant failed to calculate or account for required lunch breaks and necessary drive time between sites. Plaintiff and the covered employees found the routes so burdensome that they were forced to choose between missing breaks or speeding to remain on schedule. This resulted in meal periods being cut short, interrupted, taken late, or missed entirely. Despite this, Defendants routinely adjusted Plaintiff's and, on information and belief, the covered employees' time records to reflect that compliant meal periods had been taken, even though Plaintiff rarely received such breaks and missed them almost daily. Plaintiff's wage statements do not reflect premiums for all missed or noncompliant meal periods. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice with respect to other covered employees.

32. When Defendant did not provide compliant meal periods, Defendant failed to pay Plaintiff and the covered employees all meal period premiums at the regular rate of compensation because the premiums paid did not factor in incentives and other forms of remuneration. Instead, Defendant only paid Plaintiff and the covered employees for meal period premiums at their base hourly

rate, in violation of California law.

33. Due to the impracticable workload and pressures to keep up with the demands of the job, Plaintiff and the covered employees were not always authorized or permitted to take their rest periods.

34. While employed by Defendant, Plaintiff would often experience non-compliant rest periods. For example, Plaintiff was required to complete patrols, respond to calls, search for incidents, and complete paperwork within a single shift, while also ensuring attendance for end-of-shift briefings, in addition to continuously traveling between locations, remaining at sites for limited periods of time, and responding immediately to radio or phone calls. This resulted in Plaintiff experiencing missed, short, late, and interrupted rest periods. Every time Plaintiff or the covered employees received a non-compliant rest period, they were owed a rest period premium at their regular rate of pay. However, during Plaintiff's employment with Defendant, Plaintiff never received a rest period premium. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice with respect to other covered employees.

35. Defendant required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the covered employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. For example, Plaintiff was required to use his personal vehicle to travel to various work sites when assigned to standing post duties, which varied from week to week. Plaintiff would travel approximately 45 miles in total to and from these additional job sites as part of his work responsibilities. Despite incurring these expenses as a direct result of Defendant's job requirements, Plaintiff was not reimbursed for mileage or related vehicle costs. To the extent Defendant reimbursed covered employees, such amounts were insufficient to cover the necessary expenditures incurred. At all times, Defendant was required to comply with the reimbursement mandate of Labor Code sections 2800 and 2802.

36. These violations create derivative liability for failure to timely pay all wages owed each payday or upon separation of employment.

37. Defendant failed to provide accurate itemized wage statements to the covered

employees each pay period as a result of the policies and practices set forth in this notice. Defendant violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements.

38. Likewise, in violation of Labor Code section 226(a)(9), Defendant failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendant failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

39. Additionally, Defendant violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time that Plaintiff and other covered employees worked due to Defendant's policy and practice of requiring off-the-clock work.

40. Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

41. Defendant violated California Labor Code section 432.5 by requiring that Plaintiff and the covered employees sign non-competition agreements prohibited by California law.

42. The agreement limited the covered employees ability to "directly or indirectly, solicit business, as to products or services competitive with those of the Company, from any of the Company's customers with whom Employee had contact during Employee's period of employment" for one year after employment. The agreement further limited the covered employees from "directly or indirectly induce or solicit any of the Company's employees to leave their employment" for two years after employment.

43. As such, Defendant violated California Labor Code section 432.5 by requiring that Plaintiff and the covered employees sign non-competition agreements prohibited by California law. Defendant imposed work requirements on Plaintiff and the covered employees, thereby subjecting them to Defendant's control.

44. Because of the policies and practices set forth above, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

**FIRST CAUSE OF ACTION**

**CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

**Violation of Labor Code §§ 2698 *et seq.***

**(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

45. All outside paragraphs of this Complaint are incorporated into this section.

46. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

47. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

48. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

49. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former

employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. "

50. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

51. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

52. On or about **March 23, 2026**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

53. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

54. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

55. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

56. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

57. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.

b. ***Unpaid Overtime***. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.

c. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.

d. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

e. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

f. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

g. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

h. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

i. ***Unlawful Employment Condition.*** Violation of Labor Code § 432.5.

58. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

## PRAYER

Plaintiff prays for judgment as follows:

a. For recovery of damages in amount according to proof;

b. For all recoverable pre- and post-judgment interest;

c. For this action to be maintained as a representative action under the PAGA;

d. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;

e. For recovery of all civil penalties and other recoverable amounts under the PAGA;

f. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and

g. For such other relief the Court deems just and proper.

Dated: May 29, 2026

***Ferraro Vega Employment Lawyers, Inc.***

Andrew T. Katseanes
Rick A. Waltman
*Attorneys for Plaintiff Dereck James Bruenecke*

## **EXHIBIT 1**

**Notice of Labor Code Violations**