

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Cassandra A. Castro, Esq. (SBN 334238)
Win Pham, Esq. (SBN 347399)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ccastro@lelawfirm.com
wpham@lelawfirm.com

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Executive Officer/Clerk of Court,
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Attorneys for Plaintiff KIMBERLY ROQUE,
on behalf of herself and current and former aggrieved employees

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

KIMBERLY ROQUE, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

UNIFIED PROTECTIVE SERVICES, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: ~~24STCV08533~~

PAGA ACTION

**PLAINTIFF KIMBERLY ROQUE'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff KIMBERLY ROQUE (“Plaintiff”), on behalf of herself and current and former aggrieved employees, who alleges and complains against Defendants UNIFIED PROTECTIVE SERVICES, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, herself and other current and former aggrieved employees of Defendants who worked as hourly non-exempt employees in California during the relevant time period seeking civil penalties associated with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours worked at the employees’ minimum wage rate or overtime rate, failure to provide all legally required and legally compliant meal periods, failure to pay security guards wages on a weekly basis, failure to timely pay earned wages during employment, failure to provide complete and accurate wage statements, failure to timely pay all unpaid wages following separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Los Angeles County, at 4431 Rosecrans Ave. Ste 200. Hawthorne, CA 90250.

1 **III. PARTIES**

2 3. Plaintiff brings this action as a representative of the Labor and Workforce
3 Development Agency on behalf of herself and other current and former employees subject to
4 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
5 filed include current, former and/or future employees of Defendants who work, worked, or will
6 work for Defendants as direct employees as well as temporary employees employed through temp
7 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
8 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
9 employed by Defendants in an hourly position at Defendants' location in Hawthorne from
10 approximately September 2023, until on or about October 18, 2023.

11 4. Plaintiff is informed and believes and thereon alleges that Defendant UNIFIED
12 PROTECTIVE SERVICES, INC. is authorized to do business within the State of California and is
13 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
14 relevant hereto were persons acting on behalf of Defendant UNIFIED PROTECTIVE SERVICES,
15 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
16 or policies. Defendant UNIFIED PROTECTIVE SERVICES, INC. operates in Los Angeles
17 County and employed Plaintiff and aggrieved employees in Los Angeles County, including but
18 not limited to, at 4431 Rosecrans Ave. Ste 200. Hawthorne, CA 90250.

19 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
20 through 50 are corporations or are other business entities or organizations of a nature unknown to
21 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
22 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
23 working conditions of employment of Plaintiff and aggrieved employees.

24 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
25 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
26 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
27 supervisor, independent contractor and/or employee of each defendant who violated or caused to
28 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of

1 the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

8 8. Plaintiff makes the allegations in this complaint without any admission that, as to
9 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
10 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

11 **FIRST CAUSE OF ACTION**

12 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
13 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

15 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

16 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
17 Defendants violated Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7, 510, 512, 1194,
18 1197, and the applicable Wage Orders.

19 11. Specifically, Defendants have committed the following violations of California
20 Labor Code:

21 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
22 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
23 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
24 which includes all time that an employee is under control of the employer and all time the
25 employee is suffered and permitted to work. This includes the time an employee spends, either
26 directly or indirectly, performing services which inure to the benefit of the employer.

27 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
28 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the

1 Wage Orders.

2 14. In this case, Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
4 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
6 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
7 not limited to,

8 (a) "Rounding down" or "shaving down" Plaintiffs' and other current and former
9 aggrieved California-based hourly non-exempt employees' total daily hours at the time of their
10 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
11 of an hour, to the benefit of Defendants.

12 (b) Automatically deducting thirty (30) minutes from Plaintiff and other current and
13 former aggrieved California-based hourly non-exempt employees' daily hours worked and
14 attributed that time to an unpaid meal break despite that Defendant routinely failed to provide
15 meal breaks.

16 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
17 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
18 control without paying wages for that time. This resulted in Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees working time for which they were not
20 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
21 Wage Order.

22 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
23 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
24 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
25 which includes all time that an employee is under control of the employer and all time the
26 employee is suffered and permitted to work. This includes the time an employee spends, either
27 directly or indirectly, performing services that inure to the benefit of the employer.

28 17. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
2 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

3 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
4 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
5 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
6 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
7 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
8 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
9 seventh day of a workweek shall be compensated at the rate of no less than twice the
10 regular rate of pay of an employee.

11 Labor Code section 510.

12 18. In this case, Defendants failed to pay Plaintiff and other current and former
13 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
14 worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

15 (a) "Rounding down" or "shaving down" Plaintiffs' and other current and former
16 aggrieved California-based hourly non-exempt employees' total daily hours at the time of their
17 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
18 of an hour, to the benefit of Defendants.

19 (b) Automatically deducting thirty (30) minutes from Plaintiff and other current and
20 former aggrieved California-based hourly non-exempt employees' daily hours worked and
21 attributed that time to an unpaid meal break despite that Defendant routinely failed to provide
22 meal breaks.

23 19. The foregoing policies, practices, and/or procedures resulted in time during each
24 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
25 employees were under the control of Defendants but were not compensated. To the extent that the
26 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
28 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
sections 510 and 1194 and the applicable Wage Order.

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

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

22. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4 at §11.

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

(a) Automatically deducting thirty (30) minutes from Plaintiff and other current and former aggrieved California-based hourly non-exempt employees' daily hours worked and attributed that time to an unpaid meal break despite that Defendant routinely failed to provide meal breaks.

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

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

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

10 26. **Failure to pay wages on a weekly basis to Plaintiff and similarly situated**
11 **security guards:** Pursuant to Labor Code section 201.3(b)(1)(B), Defendants were required to pay
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
13 no less than weekly.

14 27. Defendants, however, pursuant to their payroll policies, practices, and/or
15 procedures paid Plaintiff and other current and former aggrieved California-based hourly non-
16 exempt employees on a bi-weekly basis.

17 28. These payroll policies, practices, and/or procedures resulted in Defendants' failure
18 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
19 employees not on a weekly basis as required by California law.

20 29. **Failure to timely pay earned wages during employment:** In California, wages
21 must be paid at least twice during each calendar month on days designated in advance by the
22 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
23 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
24 16th and the 26th day of that month and wages earned between the 16th and the last day,
25 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
26 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
27 paid within seven (7) calendar days following the close of the payroll period in which wages were
28 earned. Labor Code section 204(d).

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

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

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

26 33. **Failure to pay employees all wages due at time of termination/resignation:** An
27 employer is required to pay all unpaid wages timely after an employee's employment ends. The
28 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)

1 hours of resignation (Labor Code section 202).

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

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

11 36. Plaintiff has complied with the procedures for bringing suit specified in Labor
12 Code section 2699.3. On January 25, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
13 and provided notice to Defendants by certified mail which provided notice of the specific
14 provisions of the Labor Code alleged to have been violated, including the facts and theories to
15 support the violations alleged.

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

21 38. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
22 penalties for Defendants' violations of Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7,
23 510, 512, 1194, and 1197, During Plaintiff's employment and continuing through the present,
24 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
25 following amounts:

26 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;
27 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
28 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent

violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1].

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

1 Dated: April 4, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

2
3 By:



4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
6 Cassandra A. Castro, Esq.
7 Win Pham, Esq.
8 Attorneys for Plaintiff
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10 on behalf of herself and current and former
11 aggrieved employees
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