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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 **Brian Rubio**, individually and on behalf of all
18 similarly situated individuals,

19 Plaintiff,

20 vs.

21 **Green Knight Security, Inc.**, a California
22 Corporation; **Steven M. O'Neal**, an
23 individual; and **Does 1-10**, inclusive;

24 Defendants.

CASE NO. **24STCV01923**

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Pay Minimum Wages;
- 2) Failure to Pay Overtime Wages;
- 3) Failure to Provide Meal Periods;
- 4) Failure to Provide Rest Periods;
- 5) Failure to Provide and Maintain Complete and Accurate Wage Statements;
- 6) Failure to Provide Wages When Due;
- 7) Failure to Reimburse Necessary Business Expenses;
- 8) PAGA Penalties; and
- 9) Violation of California Business & Professions Code §§ 17200, et seq.

Jury Trial Requested

Plaintiff hereby brings this action on behalf of himself and all other similarly situated current and former employees, by and through his counsel of record, alleges as follows:

PARTIES

1. At all relevant times for this Complaint, Plaintiff **Brian Rubio** (“Plaintiff”) was a resident of Los Angeles, California. Plaintiff was employed as an hourly, non-exempt employee of Defendants from in or around October 2023 to in or around January 2024. Plaintiff was subject to the policies and practices described in this complaint at all times during his employment at Defendants.

2. Defendant **Green Knight Security, Inc.** (“Green Knight Security, Inc.”) is a **Security Company** specializing providing security services to a wide variety of businesses. On information and belief, employs at least 100 hourly, non-exempt employees. Upon information and belief, Green Knight Security, Inc. operates a facility in California in Torrance, California.

3. Defendant **Steven M. O’Neal** (“O’Neal” or hereinafter “Defendants” with Defendant Green Knight Security, Inc.) is the Chief Executive Officer at Green Knight Security, Inc. Upon information and belief, he is a resident of the County of Los Angeles in the State of California. Since Ms. O’Neal is a managing agent, director, and/or officer of Defendants and because he caused or directed the acts described herein, he is personally liable for the Labor Code violations set forth in this Complaint under Labor Code section 558.1.

4. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All further references in this complaint to any of the named Defendants includes the fictitiously named defendants.

5. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants’ relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

1 **VENUE AND JURISDICTION**

2 6. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI,
3 § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California stat-
4 utes and law, including the Labor Code and the Business & Professions Code. Because putative class mem-
5 bers were employed by Defendants, the policies and practices complained of herein were implemented in
6 Los Angeles, and Defendants transact business within Los Angeles County, Defendant is within the juris-
7 diction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that
8 any person acting on their own behalf may bring an action in any court of competent jurisdiction.

9 7. Venue as to Defendant is proper in this Superior Court pursuant to California Code of Civil
10 Procedure § 395. Defendants transact business and/or have offices in this county, employ putative class
11 members in this County, and the acts and omissions alleged herein took place in this county. Moreover,
12 this action is brought on behalf of the State of California as a private attorney general and has jurisdiction
13 in this venue.

14 **CLASS ACTION ALLEGATIONS**

15 1. At all relevant to this Complaint, Defendants employed Plaintiff or Class Members to over-
16 see security guard services for different businesses in California.

17 2. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit
18 non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.

19 3. Defendants have consistently denied their non-exempt employees the opportunities to take
20 compliant 30-minute meal periods in accordance with California's Labor Code. Upon information and
21 believe, Class Members, including Plaintiff, were required to remain on-call and/or interrupt their meal
22 periods by monitoring and responding to their walkie-talkies, answer phone calls, otherwise interrupt or
23 cut short their meal periods, or remain on duty and under Defendants' control during their meal periods
24 to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their
25 scheduling and staffing practices and policies.

26 4. Defendants further failed to compensate employees for this time as they were clocked out
27 for the meal periods. This resulted in employees being denied both straight time and overtime pay, where
28 applicable, for the time during which they were on call or under Defendants' control despite being off the

1 clock for payroll purposes.

2 5. As a matter of uniform and systemic policy, Defendants requires non-exempt employees to
3 remain on-premises during their meal periods. These policies prohibited employees from using meal peri-
4 ods in the manner of their choosing, free from their employer's dominion and control. Accordingly, De-
5 fendants failed to authorize and permit compliant meal periods as required by law.

6 6. Additionally, Defendants requires non-exempt employees to remain on-premises during
7 their rest periods. These policies prohibited employees from using rest periods in the manner of their
8 choosing, free from their employer's dominion and control. Accordingly, Defendants failed to authorize
9 and permit compliant rest periods as required by law.

10 7. In failing to authorize and/or permit meal and rest periods, Defendants have also imple-
11 mented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt em-
12 ployees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal
13 and rest periods.

14 8. As a matter of uniform and systemic policy, Defendants required non-exempt employees
15 to utilize their personal cell phones for work-related purposes, including answering texts and calls from
16 their supervisors while at work or on a break, being assigned tasks, and general administrative matters.
17 Defendants further failed to compensate their non-exempt employees for reasonable costs associated with
18 utilizing their personal cell phones for work-related purposes.

19 9. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt
20 employees with accurate itemized wage statements in accordance with California's Labor Code. Upon
21 information and believe, Defendants failed to furnish Plaintiff, or Class Members, either semimonthly or
22 at the time of each payment of wages, either as a detachable part of the check or separately, an accurate,
23 itemized statement in writing showing pick pay, gross wages earned, all deductions, and the net wages
24 earned by Plaintiff for the inclusive dates for which the Plaintiff worked.

25 10. Plaintiff therefore brings this action on behalf of himself and as a class action on behalf of
26 the following defined Class:

27 **Non-Exempt Employee Class:**

28 *All persons who worked at least one 3.5-hour shift as a non-exempt employee in the State of*

1 *California from the period four years prior to the filing of the Action and the date of trial*
2 *(“Class”).*

3 11. Common methods of proof exist for determining these issues on a class-wide basis, includ-
4 ing but not limited to, Defendants’ employment records, payroll records, timesheets, policies, and disci-
5 plinary records.

6 12. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 100
7 Class Members have been employed as non-exempt employees by Defendants within the state of Califor-
8 nia. The number of Class Members is sufficiently numerous such that joinder of all members is impossible
9 or impracticable.

10 13. **Typicality.** Plaintiff’s claims are typical of all Class Members. Plaintiff, like all other Class
11 Members, was subjected to the policies and practices set forth above. Plaintiff’s job duties were typical of
12 Class Members in all relevant respects.

13 14. **Adequacy.** There are no material conflicts between the claims of the representative Plain-
14 tiff and Class Members that would make class certification inappropriate. Plaintiff understands his obliga-
15 tion to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will
16 fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing De-
17 fendants’ illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent
18 counsel experienced in both class action and employment litigation. Plaintiff’s attorneys, the proposed
19 class counsel, are versed in the rules governing class action discovery, certification, and settlement, and
20 will vigorously assert the claims of all Class Members. Plaintiff have incurred, and will continue to incur,
21 costs and attorneys’ fees that have been, are, and will be necessarily expended for the prosecution of this
22 action for the substantial benefit of each Class Member.

23 15. **Existence and Predominance of Common Issues.** Common questions of law and fact ex-
24 ist as to all Class Members and predominate over issues affecting individual Class Members, including,
25 but not limited to:

- 26 a. Whether Defendants had a common policy and/or practice of depriving Plaintiff
27 and Class Members of required minimum and overtime wages;
28 b. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and

- 1 Class Members required minimum and overtime wages;
- 2 c. Whether Defendants had a common policy and/or practice of depriving Plaintiff
- 3 and Class Members of compliant, off-duty meal and/or rest periods;
- 4 d. Whether Defendants had a common policy and/or practice of requiring Plaintiff
- 5 and Class Members to remain on call during meal and rest periods;
- 6 e. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Mem-
- 7 bers of compliant, off-duty meal and/or rest periods;
- 8 f. Whether Defendants have a common policy and/or practice of failing to maintain
- 9 accurate payroll records in the State of California;
- 10 g. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll
- 11 records in the State of California;
- 12 h. Whether Defendants have a common policy and/or practice of failing to provide
- 13 accurate wage statements reflecting hours worked and wages earned to Plaintiff and
- 14 Class Members;
- 15 i. Whether Defendants unlawfully and/or willfully failed to provide accurate wage
- 16 statements reflecting hours worked and wages earned to Plaintiff and Class Mem-
- 17 bers;
- 18 j. Whether Defendants have a common policy and/or practice of failing to reimburse
- 19 Plaintiff and Class Members for reasonable business expenses;
- 20 k. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and
- 21 Class Members for reasonable business expenses;
- 22 l. Whether Defendants has a policy and/or practice of failing to pay Plaintiff and Class
- 23 Members final wages owed upon termination;
- 24 m. Whether Defendants unlawfully and/or willfully failed to promptly pay compensa-
- 25 tion due to Plaintiff and Class Members upon termination of employment in viola-
- 26 tion of Labor Code §§ 201, 202, and 203;
- 27 n. Whether Plaintiff and Class Members sustained damages as a result of any of the
- 28 aforementioned violations, and, if so, the proper measure of those damages,

1 including interest, penalties, costs, attorneys' fees, and equitable relief; and

- 2 o. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code
3 § 17200, et seq., by violating the above provisions of law.

4 16. **Superiority.** A class action is superior to other available means for the fair and efficient
5 adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are
6 small compared to the burden and expense of individual prosecution of the complex and expensive litigation
7 necessary to address Defendants' conduct. Even if Class Members themselves could afford individual
8 litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress.
9 In addition, individualized litigation increases the delay and expense to all parties and to the court
10 system resulting from the complex legal and factual issues of this case. Individualized litigation also presents
11 a potential for inconsistent or contradictory judgments. By contrast, the class action device presents
12 far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed
13 because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication,
14 economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates
15 providing individual notice to members of the class once identified through Defendants' records.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

19 ***Failure to Pay Minimum Wages for All Hours Worked***

20 **(Plaintiff and Class Against Defendants)**

21 17. Plaintiff repeats and incorporates by reference all allegations contained in the preceding
22 paragraphs as if fully set forth herein.

23 18. California law requires employers to compensate employees for all time that an employee
24 is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or
25 restrains' an employee." See, e.g., *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified
26 (May 10, 2000); see also Code Regs. tit. 8, § 11070 ("Hours worked' means the time during which an
27 employee is subject to the control of an employer and includes all the time the employee is suffered or
28 permitted to work, whether or not required to do so.").

19. Defendants failed to compensate Plaintiff and the Class for all hours worked because Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work under Defendants' control while off-the-clock. Class Members were required to remain on-call and subject to Defendants' control during their meal periods but were also required to clock out during that time, rendering it off-the-clock.

20. Defendants further failed to pay Plaintiff and Class Members any wages for time engaged in this off-the-clock work.

21. As a result of Defendants' failure and refusal to comply with California law, Plaintiff and Class Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

22. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

23. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

24. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

25. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty

1 hours in a week.

2 26. Defendants knew or should have known that Plaintiff and Class Members did not receive
3 overtime compensation. Because Plaintiff and Class Members sometimes worked shifts of more than eight
4 hours a day or forty hours a week, they should have been adequately compensated at their appropriate
5 overtime rate of pay. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff
6 and Class Members being deprived of earned overtime wages.

7 27. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their
8 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

9 **THIRD CAUSE OF ACTION**

10 ***California Labor Code §§ 226.7, 512(a), and 1198***

11 ***Meal Period Violations***

12 **(Plaintiff and Class Against Defendants)**

13 28. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth
14 herein.

15 29. At all times relevant to this complaint, Defendants knew they were obligated to provide
16 legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§ 512 and 226.7. La-
17 bor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period
18 of more than five hours per day without providing the employee with a meal period of not less than 30
19 minutes. An employer may not employ an employee for a work period of more than 10 hours per day
20 without providing the employee with a second meal period of not less than 30 minutes."

21 30. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an em-
22 ployee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal
23 period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . .
24 .an employer's obligation is to provide an off-duty meal period: an uninterrupted 30-minute period during
25 which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035
26 (2012).

27 31. Defendants' policies and practices served to deprive the Class of a full 30-minute break
28 period free of employer control or relieved of all duties. Upon information and belief, employees were

1 required to skip breaks, take breaks after the fifth hour of work, or work through them due to Defendants'
2 policies and practices. Furthermore, Class Members were required to remain on-call and subject to De-
3 fendants' control during their meal periods.

4 32. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a result
5 of Defendants' formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-
6 minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

7 33. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover
8 from Defendants an additional hour of pay at their regular rates of pay for each shift in which a required
9 meal period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 ***Labor Code §§ 226.7 and 1198***

12 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

13 **(Plaintiff and Class Against Defendants)**

14 34. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth
15 herein.

16 35. At all times relevant to this complaint, Defendants knew they were obligated to provide
17 compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

18 36. Labor Code § 226.7 provides:

19 (a) No employer shall require any employee to work during any meal or rest
20 period mandated by an applicable order of the Industrial Welfare Commission.

21 (b) If any employer fails to provide an employee a meal period or rest period
22 in accordance with an applicable order of the Industrial Welfare Commission, the
23 employer shall pay the employee one additional hour of pay at the employee's reg-
24 ular rate of compensation for each work day that the meal or rest period is not
25 provided.

26 37. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee
27 to work during any rest or meal period mandated by an applicable order of the IWC. Employers must
28 authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest

period, in short, must be a period of rest.”¹ *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

38. Employees must also be free to leave the employer’s premises during their rest period. *See id.* at 270 (“In the context of a 10-minute break that employers must provide during the work period, a broad and intrusive degree of control exists when an employer requires employees to remain on call and respond during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time.”); *see also* Department of Industrial Relations, “Rest Periods,” *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”).

39. Defendants failed to authorize or permit all required compliant paid rest periods, or subjected employees to interrupted or shortened rest periods. Furthermore, Class Members were required to remain on-call and subject to Defendants’ control during their rest periods.

40. As a direct and proximate result of Defendants’ willful and unlawful conduct, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed or non-compliant rest periods, in an amount to be established at trial.

41. Pursuant to the Wage Orders and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that their actions were a violation of applicable law but consistently refused to pay premium pay as required by law.

¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

1 **FIFTH CAUSE OF ACTION**

2 ***Labor Code §§ 226, 226.3, and 1174***

3 ***Failure to Provide Complete and Accurate Wage Statements***

4 **(Plaintiff and Class Against Defendants)**

5 42. Plaintiff repeats and incorporates by reference all allegations contained in the preceding
6 paragraphs as if fully set forth herein.

7 43. Labor Code § 226 requires employers to furnish employees with an accurate, itemized
8 statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the
9 employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the in-
10 clusive dates of the period for which the employee is paid; (6) the name of the employee and the last four
11 digits of his or his social security number; (7) the name and address of the legal entity that is the employer;
12 and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate by the employee.

14 44. At all times relevant to this complaint, Defendants' failure to pay premium wages for
15 missed meal and/or rest periods further ensured that Class Members' wage statements inaccurately re-
16 flected gross and net wages earned. Defendants' failure to compensate all hours worked and/or pay all
17 required overtime rates further left the wage statements they provided to employees to be inaccurate.

18 45. Defendants have also failed to keep accurate payroll records for Plaintiff and Class Mem-
19 bers in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate payroll
20 records reflecting hours worked and wages earned has impeded Plaintiff and Class Members' ability to
21 calculate unpaid wages earned.

22 46. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
23 causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were
24 injured by these failures because, among other things, they were confused about whether they were paid
25 properly and/or they were misinformed about how much compensation was owed. These damages in-
26 clude, but are not limited to, costs incurred calculating the correct net wages for each pay period and the
27 amount of employment taxes that were not paid to state and federal tax authorities.

28 47. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not

being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendant's compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

SIXTH CAUSE OF ACTION

Labor Code §§ 201, 202, 203, and 204

Failure to Pay Wages When Due

(Plaintiff and Class Against Defendants)

48. Plaintiff incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

49. Labor Code § 201 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or his employment, his or his wages² shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or he so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

50. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California facility. Plaintiff's contract of employment did not include a definite term.

51. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but

² Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment."

1 the wages shall not continue for more than 30 days.

2 52. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and
3 202, are due and payable twice during each calendar month, on days designated in advance by the employer
4 as regular paydays.

5 53. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the
6 overtime wages and meal and rest period premiums resulting from its deficient timekeeping and meal and
7 rest period policies.

8 54. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defend-
9 ants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff
10 and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally
11 refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein
12 to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

13 55. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer
14 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two
15 (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and
16 formerly employed Class Members are therefore entitled to recover from Defendants the statutory penalty
17 wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under
18 Labor Code § 203.

19 **SEVENTH CAUSE OF ACTION**

20 ***California Labor Code § 2802***

21 ***Failure to Reimburse Necessary Business Expenses***

22 **(Plaintiff and Class Against Defendants)**

23 56. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this
24 paragraph, all the allegations of this Complaint.

25 57. Labor Code section 2802 provides that "[a]n employer shall indemnify his or his employee
26 for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
27 of his or his duties, or of his or his obedience to the directions of the employer." Lab. Code § 2802. The
28 purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business

1 and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App.
2 4th 1137, 1144 (2014).

3 58. Defendants required non-exempt employees to utilize their personal cell phones for work-
4 related purposes, including answering texts and calls from their supervisors while at work or on a break,
5 being assigned tasks, and general administrative matters. Defendants further failed to compensate their
6 non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-
7 related purposes.

8 59. Defendants failed to reimburse a reasonable portion of the Class Members' cellphone re-
9 lated expenses despite requiring the use of the device and/or applications that required a data plan. *See*
10 *Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must
11 use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to
12 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes,
13 the reimbursement owed is a reasonable percentage of their cell phone bills."). Defendant further failed
14 to reimburse Plaintiff and the Class Members for the purchase of work-related equipment.

15 60. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a rea-
16 sonable portion of the incurred expenses, to be determined upon trial, plus reasonable attorneys' fees and
17 costs. Lab. Code § 2802.

18 **EIGHTH CAUSE OF ACTION**

19 ***Labor Code §§ 558, 2698, et seq.***

20 ***Private Attorneys General Act ("PAGA") Penalties***

21 **(Plaintiff and Class Against Defendants)**

22 61. Plaintiff incorporates by reference all the allegations of this Complaint as though fully set
23 forth herein.

24 62. Entitlement to Penalties. Under the California Private Attorneys General Act ("PAGA"),
25 Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney
26 general, on behalf of himself and other current or former employees as well as the general public, to recover
27 penalties for an employer's violations of the Labor Code and IWC Wage Orders. These penalties are in
28 addition to any other relief available under the Labor Code and are allocated seventy-five percent to the

1 Labor and Workforce Development Agency and twenty-five percent to the affected employees.

2 63. These penalties may be “stacked” separately for each of Defendants’ violations of the La-
3 bor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D.
4 Cal. June 22, 2012) (“[F]ederal courts applying California law have concluded that stacking is appropri-
5 ate.”); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal.
6 June 30, 2016) (“Finally, Plaintiff ignore the potential for stacking of PAGA penalties related to wage-and-
7 hour claims other than the gratuities and expense reimbursement claim, i.e., meal and rest breaks, mini-
8 mum wage and overtime, and workers’ compensation.”).

9 64. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendants dur-
10 ing the applicable statutory period and suffered the Labor Code violations alleged herein. Accordingly, he
11 seeks to recover, on behalf of himself and all other current and former aggrieved employees of Defendants,
12 the civil penalties provided by PAGA, including civil penalties for Defendants’ violations of Labor Code
13 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1182.12, 1401, 1174, 1194, 1198, and Industrial Wage
14 Orders, plus reasonable attorneys’ fees and costs.

15 65. Representative Action. Plaintiff seeks to recover the PAGA civil penalties through a rep-
16 resentative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior*
17 *Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required,
18 but Plaintiff may choose to seek certification of the PAGA claims.

19 66. Labor Code § 2699(a), which is part of PAGA, provides:

20
21 Notwithstanding any other provision of law, any provision of this code that pro-
22 vides for a civil penalty to be assessed and collected by the Labor and Workforce
23 Development Agency or any of its departments, divisions, commissions, boards,
24 agencies, or employees, for a violation of this code, may, as an alternative, be re-
covered through a civil action brought by an aggrieved employee on behalf of
themselves or themselves and other current or former employees pursuant to the
procedures specified in § 2699(a).

25 67. Penalties. Labor Code § 2699(f), which is part of PAGA, provides:

26 For all provisions of this code except those for which a civil penalty is specifically
27 provided, there is established a civil penalty for a violation of these provisions, as
28 follows: . . . (2) If, at the time of the alleged violation, the person employs one or
more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period for the initial violation and two hundred dollars (\$200)

1 for each aggrieved employee per pay period for each subsequent violation.

2 68. Based on the foregoing, Plaintiff and aggrieved employees are entitled to civil penalties, to
3 be paid by Defendants and allocated as required by PAGA in the following formula: (a) in an amount set
4 forth as a civil penalty in the underlying statute; or (b) \$100 per initial violation per employee per pay
5 period, and \$200 for each subsequent violation per employee per pay period. Plaintiff, the aggrieved em-
6 ployees, and the State of California are entitled to recover the maximum civil penalties allowed by law for
7 the violations of the Labor Code and IWC Wage Orders as alleged in this Complaint.

8 69. Plaintiff is also entitled to recover for himself, other aggrieved employees, and the State of
9 California, civil penalties pursuant to Labor Code § 210 (entirely independent and apart from, any other
10 penalty provided in this article) in the amount of \$100 per employee per initial violation of the timely
11 payment requirements of Labor Code § 240 (semimonthly payments) and \$200 per employee for each
12 subsequent violation, plus 25% of the amount unlawfully withheld, and Labor Code § 558 in the amount
13 \$50 per underpaid employee for each pay period for which the employee was underpaid and for each sub-
14 sequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which
15 the employee was underpaid.

16 70. Procedural Requirements Met. Plaintiff electronically filed a notice of claims with the
17 LWDA contemporaneously with this Complaint and sent a copy to Defendants by certified mail. Plaintiff
18 has not received notice from the LWDA that it was exercising jurisdiction over the allegations set forth in
19 the notice. As of 65 days from date of electronic filing, all requirements for administrative exhaustion for
20 bringing these PAGA claims will have been met. Labor Code § 2699.3(a)(2).

21 **NINTH CAUSE OF ACTION**

22 ***California Business & Professions Code §§ 17200, et seq.***

23 ***Unlawful Business Practices***

24 **(Plaintiff and Class Against Defendants)**

25 71. Plaintiff repeats and incorporate by reference every allegation in this complaint as if fully
26 set forth herein.

27 72. Defendants Green Knight Security, Inc. and O'Neal are "persons" as defined by Califor-
28 nia Business & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships,

joint stock companies, and/or associations.

73. Unlawful Business Practices. Defendants' knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

74. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cuts corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, et seq.

75. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendant's willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For an Order:

a. Certifying the Class;

b. Appointing Plaintiff as representative of the Class;

c. Appointing Plaintiff's counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and

G. For such other relief as this Court deems just and proper.

1 Dated: January 24, 2024

Respectfully submitted,

2 **KING & SIEGEL LLP**

3
4 By: Elliot J. Siegel
5 Elliot J. Siegel, Esq.
6 Attorneys for Plaintiffs

7 Dated: January 24, 2024

8 **BARAHMAND LAW GROUP**

9
10 By: /s/ Navid Barahmand
11 Navid Barahmand, Esq.
12 Attorneys for Plaintiffs