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TERRY COOK

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 TERRY COOK, individually and on behalf all  
others similarly situated,

11 Plaintiff,

12 vs.

13 DEFENSE INTERNATIONAL  
CORPORATION., a California Corporation;  
14 CHAZ MCKINNEY, an individual; DOES 1  
through 50, inclusive,

15 Defendants.  
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**FILED**  
Superior Court of California  
County of Los Angeles

07/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Lara Deputy

Case No. 24STCV01060

Judge: Hon. Stuart M. Rice  
Dept.: 1

**CLASS ACTION**

**FIRST AMENDED COMPLAINT FOR DAMAGES**

1. Violation of California Labor Code § 226.7 (Failure to Provide Meal and Rest Periods)
2. Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Lawful Wages)
3. Violation of California Labor Code §§ 510, 1194, and 1197.1 (Failure to Pay Overtime)
4. Violation of California Labor Code §§ 201-203 (Wages Not Paid Upon Termination)
5. Violation of California Labor Code § 204 (Failure to Pay All Wages by the Appropriate Time Period)
6. Violation of California Labor Code § 201.3 (Failure to Pay Security Guard Employees on a Weekly Basis)
7. Violation of California Labor Code § 226(a) (Improper Wage Statements)
8. Violation of California Labor Code §§ 1174, 1174.5 and 1198 (Failure to Maintain Records)
9. Violation of California Labor Code § 2802 (Failure to Reimburse Business Expenses);
10. Violation of California Business & Professions Code § 17200, et seq.

(Unfair Competition)  
11. Violation of California Labor Code  
§§ 2698, et seq. (PAGA)

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiff TERRY COOK (“Plaintiff”) brings this putative class action, on behalf of herself and all other similar situated current and former non-exempt employees, against Defendants Defense International Corporation (“Defense”), Chaz McKinney (“McKinney”), and DOES 1 through 50 (collectively, “Defendants”) for numerous wage and hour violations.

2. This is a class action under California Code of Civil Procedure section 382 seeking recovery for Defendants’ violations of provisions of the California Labor Code (hereinafter “Labor Code”); California Business and Professions Code; the applicable Wage Order issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”); and related common law principles. Plaintiff also bring this matter as a representative action pursuant to the Private Attorneys Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of himself and all other aggrieved current and former non-exempt employees of Defendants for engaging in a pattern and practice of wage and hour violations under the California Labor Code

3. Plaintiff brings this putative class action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 4 is applicable to Defendants’ business and trade.

4. Plaintiff also brings this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable class period (hereinafter referred to as “Similarly Situated Employees”). Plaintiff also brings this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable PAGA period (hereinafter referred to as “Aggrieved Employees”).

5. This complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against Defendants.

6. Plaintiff is informed and believes and based thereon alleges that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees. Defendants' systematic pattern of wage and hour and IWC Wage Order violations toward Plaintiff and other Similarly Situated Employees include, *inter alia*:

- a. Failure to pay all minimum, regular, and overtime wages;
- b. Failure to timely pay wages on a weekly basis;
- c. Failure to reimburse for all business expenses;
- d. Failure to provide compliant meal periods;
- e. Failure to provide compliant rest periods,
- f. Failure to maintain true and accurate records;
- g. Failure to provide accurate itemized wage statements; and
- h. Failure to timely pay wages due during and upon separation of employment.

7. Plaintiff brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of themselves and all other Similarly Situated Employees of Defendants in California (hereinafter "Similarly Situated Employees") and all other Aggrieved Employees. Plaintiff seeks to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201-204, 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, California Business and Professions Code section 17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

8. Plaintiff reserves the right to name additional representatives throughout the State of California.

#### **PARTIES, THEIR AGENTS AND JOINT LIABILITY**

9. Plaintiff has been employed by Defendants as a non-exempt employee from in or around March 2023 to September 2023. Plaintiff's post was the Circa LA apartments located at 1200 Figueroa, Los Angeles, CA.

1           10.     At all relevant times herein, Plaintiff was a resident and now is an individual  
2 residing in the County of Los Angeles, State of California.

3           11.     At all relevant times herein, Defendant Defense International Corporation is a  
4 California corporation with its principal place of business within the State of California and was at  
5 all relevant times authorized and did do business in the State of California. Defendant Defense  
6 International Corporation was and is an employer of Plaintiff and of other Similarly Situated  
7 Employees within the meaning of the California Labor Code, the applicable Wage Order.  
8 Defendant Defense International Corporation exercised control over the wages, hours and working  
9 conditions of Plaintiff and other Similarly Situated Employees, and supervised their work.  
10 Defendant Defense International Corporation suffered and permitted Plaintiff and other Similarly  
11 Situated Employees to work. Defendant Defense International Corporation knew or reasonably  
12 should have known that Plaintiff and other Similarly Situated Employees were subjected to  
13 unlawful working conditions.

14           12.     All relevant times herein, Defendant Defense International Corporation was an  
15 employer whose employees were and are engaged to work in the State of California.

16           13.     Plaintiff is informed and believes, and based thereon alleges, that Defendant  
17 McKinney is a California resident and that Defendant McKinney is a director and officer of  
18 Defendant Defense International Corporation and operates and/or manages Defendant Defense  
19 International Corporation, the company at issue in this lawsuit. On information and belief, and  
20 based thereon alleged, Defendant McKinney is a resident of the County of Los Angeles in the  
21 State of California.

22           14.     The true names and capacities, whether corporate, associate, individual or  
23 otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff, who therefore  
24 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §  
25 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally  
26 responsible in some manner for the events and happenings herein referred to and caused injuries  
27 and damages proximately thereby to Plaintiff and based on information and belief, and based  
28 thereon alleged, to other Similarly Situated Employees, as herein alleged. Plaintiff is informed

1 and believes and thereon alleges that each of said fictitious Defendants was responsible in some  
2 way for the matters alleged herein and proximately caused Plaintiff and members of the general  
3 public and other Similarly Situated Employees to be subject to the illegal employment practices,  
4 wrongs and injuries complained of herein. Plaintiff will ask leave of court to amend this  
5 Complaint to show their names and capacities when the same have been ascertained.

6 15. Whenever and wherever reference is made in this complaint to any act or failure to  
7 act by a defendant or defendants, such allegations and references shall also be deemed to mean the  
8 acts and/or failures to act by each defendant acting individually, jointly, and severally.

9 16. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-  
10 conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has  
11 been acting within the course and scope of said agency, conspiracy, joint venture, partnership,  
12 and/or employment, with the knowledge and/or consent of co-Defendants, and each of them.  
13 Moreover, Plaintiff is informed and believes and thereon alleges that each Defendant has  
14 authorized and/or ratified the wrongful activities of each of the remaining Defendants and their  
15 agents.

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

21 18. At all relevant times, Plaintiff and, on information and belief, other Similarly  
22 Situated Employees of Defendants in California were subject to the same policies, practices, and  
23 procedures governing their employment and their payment of wages and hours worked.

24 19. Plaintiff is informed and believes and thereon alleges that at all times herein  
25 mentioned Defendants and DOES 1 through 50, are and were corporations, business entities,  
26 individuals, and partnerships, licensed to do business and actually doing business in the State of  
27 California.

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

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

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

23. Plaintiff alleges on information and belief that the named and DOE Defendants were: (1) acting as express agents, ostensible agents, servants, partners, and/or employees of each other; (2) acting within the scope of and pursuant to such agency and employment, and with the full knowledge, consent, permissions, approval and ratification, either express or implied, of each of the other defendants and benefited from the actions of every other defendant, thereby adopting such conduct and actions as their own; (3) acting as other's alter egos; and (4) aiding and abetting and offering substantial assistance to each other in the commissions of the alleged wrongful acts.

24. Plaintiff is informed and believes, and based thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policies of Defendants.

25. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section 2699(c) because he was employed by Defendants and suffered one or more of the violations committed by Defendants.

26. Defendants, including DOES 1 THROUGH 50, were Plaintiff’s employers or persons acting on behalf of Plaintiff’s employer, within the meaning of California Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558, at all relevant times.

27. Defendants, including DOES 1 THROUGH 50, were Plaintiff’s employers or persons acting on behalf of Plaintiff’s employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

#### **JURISDICTION AND VENUE**

28. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other trial courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. The Superior Court of California has jurisdiction over this matter pursuant to the California Labor Code and the California Business & Professions Code. The Court also has subject-matter jurisdiction to hear this case because Plaintiff is informed and believes that the monetary damages and restitution sought herein for Defendants’ conduct exceeds the minimum jurisdictional limits of the Superior Court.

29. The California Superior Court has jurisdiction over Defendants because Defendant International Corporation is a California corporation with its principal place of business within the State of California and was at all relevant times authorized and did do business in the State of

California. Further, Plaintiff resides in the State of California and the illegal conduct herein took place within the State of California.

30. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a) and 395.5 because Defendants reside, maintain their principal California offices, transact business, and/or have an agent in Los Angeles County and Defendants are otherwise within this Court's jurisdiction for purposes of service of process. On information and belief, Defendants employ numerous individuals throughout Los Angeles County in the State of California.

### **CLASS ALLEGATIONS**

31. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

32. Defendant Defense International Corporation is a security company providing security services to businesses throughout California.

33. According to filings with the California Secretary of State, Defendant McKinney is the Chief Executive Officer, Secretary, Chief Financial Officer, and Director of Defendant Defense International Corporation.

34. Plaintiff was hired by Defendants on or around March 2023 to work as a security guard at the Circa LA Apartments. He was terminated in or around September 2023.

35. During all relevant times, Plaintiff was scheduled to work shifts of no less than eight (8) hours, such as 12 a.m. to 8 a.m.

36. During all relevant times, Plaintiff was classified as a non-exempt employee and was paid by the hour. Plaintiff is informed and believes, and based thereon alleges, that other Similar Situated Employees were also classified as non-exempt employees and were paid by the hour.

37. During all relevant times, Defendants paid Plaintiff his wages and provided wage statements every two weeks. Plaintiff is informed and believes, and based thereon alleges, that other Similar Situated Employees were also paid and received wage statements every two weeks.

38. Defendants denied Plaintiff and, on information and belief, other Similarly Situated Employees certain rights afforded to them under the California Labor Code and the Industrial

Welfare Commission Wage Orders. Specifically, Defendants did not properly compensate Plaintiff and, on information and belief, other Similarly Situated Employees for all hours worked, failed to pay overtime, failed to pay wages in a timely manner, failed to reimburse Plaintiff and, on information and belief, other Similarly Situated Employees for all necessary expenses, failed to provide adequate and compliant meal and/or rest periods as well as failing to pay the appropriate penalties for their failure to provide such meal and rest periods, failed to provide Plaintiff and, on information and belief, other Similarly Situated Employees with accurate itemized wage statements, failed to maintain accurate records, and failed to pay Plaintiff and, on information and belief, other Similarly Situated Employees with all wages due and owing by the times set forth by law.

39. Plaintiff and, on information and belief, other Similarly Situated Employees, worked more than eight hours a day and/or more than forty hours a week when employed by Defendants in the positions of security guard and other non-exempt positions.

40. For example, Defendants failed to pay Plaintiff and, on information and belief, other Similarly Situated Employees, for days and hours worked. Plaintiff and on information and belief, other Similarly Situated Employees were never paid for complete days that they worked. Specifically, Plaintiff and on information and belief, other Similarly Situated Employees worked regular and/or overtime hours but Defendants never compensated nor accounted for that overtime work. Plaintiff's and on information and belief, other Similarly Situated Employees' timesheets would not show any overtime hours worked even though they worked overtime.

41. Moreover, Plaintiff is informed and believes, and based thereon alleges, that at all relevant times, Defendants employed a rounding policy and/or practice of unlawfully rounding Plaintiff's and, on information and belief, other Similarly Situated Employees' time worked that resulted in systematically undercompensating employees. Plaintiff is informed and believes, and based thereon alleges, that Defendants' rounding policy and/or practice was not fair and/or neutral on its face and was applied in a way that favored the underpayment of Plaintiff and, on information and belief, other Similarly Situated Employees. As a result, Plaintiff, and on information and belief, other Similarly Situated Employees, did not receive the statutory minimum

1 wage for all time suffered or permitted to work because they were not properly compensated, nor  
2 did they receive proper overtime compensation for all hours worked after the eighth hour in a  
3 work day, after the twelfth hour of the work day, and/or after forty hours in a workweek.

4 42. Plaintiff is informed and believes, and based thereon alleges, that at all relevant  
5 times, Defendants failed to comply with Labor Code § 201.3, which requires employers of  
6 security guards to pay their employees on a weekly basis. Plaintiff and, on information and  
7 believe, other Similarly Situated Employees, were at all relevant times paid every two weeks (i.e.,  
8 bi-weekly) in violation of Labor Code § 201.3.

9 43. Plaintiff is informed and believes, and based thereon alleges that, Defendants have  
10 a company-wide policy and practice requiring Plaintiff and, on information and belief, other  
11 Similarly Situated Employees to use their personal cell phones for work, including, but not limited  
12 to, accessing Defendant's patrol system via the "TrackTik" application to conduct patrols, as well  
13 as communicating via text or phone with superiors and/or coworkers during and outside of work  
14 hours regarding various work-related issues, such as including but not limited to, reporting  
15 security incidents.

16 44. Plaintiff and other Similarly Situated Employees were required to expend their  
17 personal minutes and/or data to use their personal cell phones for work. Defendants did not,  
18 however, reimburse Plaintiff and other Similarly Situated Employees for the use of their cell  
19 phones for work-related use. Moreover, Plaintiff and other Similarly Situated Employees were  
20 required to use their personal cell phones to respond to access Defendants' patrol program through  
21 "TrackTik" in order to conduct patrols as well as to receive and respond to text messages and  
22 phone calls from superiors and to report tasks and incidents during and after their scheduled shift  
23 hours. Thus, Defendants required that Plaintiff and other Similarly Situated Employees to utilize  
24 their personal cell phones in the discharge of their duties without providing reimbursement. As  
25 such, Plaintiff and other Similarly Situated Employees did not receive any reimbursement for the  
26 use of their personal cell phones, as required by California law. Despite Defendants' knowledge  
27 that Plaintiff and, on information and belief, other Similarly Situated Employees, were required to  
28

1 and did incur these expenses, Defendants failed to provide appropriate reimbursement for these  
2 expenses, in violation of Labor Code §§ 450, 451, and 2802.

3       45. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 violated Labor Code § 226.7, 512 and the “Meal Period” section of the applicable IWC Wage  
5 Order by not providing Plaintiff and Similarly Situated Employees the opportunity to take  
6 compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours  
7 and by also not providing Plaintiff and Similarly Situated Employees the opportunity to take a  
8 second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess  
9 of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour  
10 of wages on such occasions. Although the nature of Plaintiff’s, and on information and belief  
11 Similarly Situated Employees’ work did not require them to take on-duty meal breaks,  
12 Defendants’ policy was that employees were required to remain on-site at their posts during their  
13 shifts and be available by radio or phone made it so that Plaintiff and, on information and belief,  
14 Similarly Situated Employees, could not be relieved of all duties. Plaintiff, and on information and  
15 belief, Similarly Situated Employees also did not receive compliant meal periods in that they  
16 would be taken beyond the fifth hour, they would be interrupted, or they would not be able to take  
17 the minimum legally allotted time for a meal period. Plaintiff is informed and believes, and based  
18 thereon alleges, that Defendants understaffed the locations so that there was no one else to patrol  
19 the premises and also allow its employees to take compliant meal breaks. When understaffed,  
20 employees were unable to take a meal break because they could not leave their post unattended and  
21 needed to respond to any calls coming through the radio or cell phone. Due to Defendants’  
22 understaffing, Plaintiff and on information and belief, Similarly Situated Employees were required  
23 to be on duty and work through their meal breaks.

24       46. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
25 violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by  
26 not authorizing or permitting Plaintiff, and on information and belief, Similarly Situated  
27 Employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major  
28 fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that for the same

1 reasons as stated above with respect to meal breaks, Defendants did not authorize or permit  
2 Plaintiff, and on information and belief, Similar Situated Employees, to take legally compliant rest  
3 breaks. Furthermore, Defendants did not provide adequate resting facilities for Plaintiff, and on  
4 information and belief, Similarly Situated Employees to take breaks. Plaintiff, and on information  
5 and belief, Similarly Situated Employees, would either not be able to take their rest breaks at all,  
6 not be able to take their rest breaks in a timely manner, would not receive the minimum legally  
7 allotted time for a rest break, and/or would be interrupted during their legally mandated rest  
8 breaks. Despite the fact that Plaintiff, and on information and belief, Similarly Situated  
9 Employees did not receive legally complaint rest breaks and legally compliant meal periods,  
10 Defendants did not provide adequate compensation, nor did Defendants provide any premium  
11 wages for these missed breaks, as required by law.

12 47. Defendants did not and are not keeping accurate records or work hours for Plaintiff  
13 and, information and belief, other Similarly Situated Employees. Moreover, as alleged above,  
14 Defendants failed to accurately record Plaintiff's and, on information and belief, other Similarly  
15 Situated Employees' hours worked, including but not limited to, Defendants failure to record the  
16 proper beginning and end of each work period, the total hours worked during the pay period, the  
17 applicable rates of pay, and the wages paid. For example, Plaintiff is informed and believes, and  
18 based thereon alleges, that meal breaks were not accurately recorded on time records in violation  
19 of the Wage Order. As a direct consequence of Defendants' illegal policies, Defendants did not  
20 keep accurate records of the actual hours that Plaintiff and, on information and belief, other  
21 Similarly Situated Employees were under the control of Defendants, including, but not limited to,  
22 time suffered and permitted to work, as well as all wages earned.

23 48. Defendants similarly failed to provide Plaintiff and, upon information and belief,  
24 other Similarly Situated Employees with accurate itemized wage statements. Defendants violated  
25 Labor Code § 226(a) by issuing wage statements to Plaintiff and to other Similarly Situated  
26 Employees that did not include: (1) the correct total regular and overtime hours worked, (2) the  
27 correct amount of gross and net wages earned, and (3) all applicable hourly rates and the  
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1 corresponding number of hours worked at each hourly rate, as required under Labor Code section  
2 226.

3 49. To this date, Defendants have not paid Plaintiff and, on information and belief,  
4 other Similarly Situated Employees all wages owed, including all minimum, regular and overtime  
5 wages.

6 50. Defendants failed to pay Plaintiff and, on information and belief, other Similarly  
7 Situated Employees of Defendants all wages due during their employment because Defendants did  
8 not pay Plaintiff and other Similarly Situated Employees all minimum, regular, and overtime  
9 wages owed, within the time required by Labor Code § 204.

10 51. Based on the policies and practices set forth above, Defendants failed to provide  
11 Plaintiff and, on information and belief, to other Similarly Situated Employees with accurate wage  
12 statements in violation of Labor Code § 226 and to pay all final wages owed to terminated  
13 employees under Labor Code § 203.

14 52. Plaintiff is informed and believes, and based thereon alleges, that at all times herein  
15 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and  
16 advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and  
17 personnel practices; and (3) the requirements of California and federal law.

18 53. Defendants knew or should have known that it had a duty to properly compensation  
19 Plaintiff and other Similarly Situated Employees, and it willfully, knowingly, and intentionally  
20 failed to do so in order to increase its profits.

21 54. Defendants knew or should have known that Plaintiff and the other Similarly  
22 Situated Employees were entitled to immediate payment of their wages upon the termination of  
23 their employment.

24 55. Defendants knew or should have known that it was required to keep accurate  
25 payroll records showing the hours that Plaintiff and the other Similarly Situated Employees  
26 worked.

56. Defendants knew or should have known that Plaintiff and the other Similarly Situated Employees were entitled to receive complete and accurate wage statements in accordance with California law.

57. Defendants knew or should have known that it had an obligation to pay for all hours worked by Plaintiff and the other Similarly Situated Employees, without reduction or rounding, but it willfully, knowingly, and intentionally failed to do so.

58. Defendants knew or should have known that it had an obligation to reimburse Plaintiff and other Similarly Situated Employees for business expenditures, such as cell phones and uniforms required for the performance of their jobs.

59. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendants engaged in unfair business practices in California and willingly and knowingly engaged in an employment pattern and practice that violated Business & Professions Code § 17200 *et seq.* Plaintiff and, on information and belief, other Similarly Situated Employees suffered damages due to Defendants' unfair, unlawful and/or fraudulent actions.

60. As a direct result of Defendants' violations alleged herein, Plaintiff and the other Similarly Situated Employees suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

61. Plaintiff brings Causes of Action One through Tenth as a Class Action pursuant to California Code of Civil Procedure § 382 on behalf of himself and all current and former non-exempt employees of Defendants who were affected by Defendants' Labor Code, Business and Professions Code, and IWC Wage Order violations, as alleged herein.

62. Plaintiff seeks to represent the following Class, which is defined as:

**The Non-Exempt Class:**

"All current and former non-exempt security guard employees who worked for Defendants in the State of California at any time from January 16, 2020 through the present."

63. Plaintiff also seeks to represent the following Subclass, which is defined as:



**The Waiting Time Penalties Subclass:**

“All members of the Non-Exempt Class, whose employment with Defendants ended at any time from January 16, 2021 through the present.”

64. **Reservation of Rights:** Pursuant to California Rule of Court 3.765(b), Plaintiff reserve the right to amend or modify the class definitions with greater specificity, by further division into subclasses, and/or limitation to particular issues.

65. Causes of Action One through Tenth are appropriately suited for a class action pursuant to § 382 of the Code of Civil Procedure because the following requirements are met:

**A. Numerosity and Ascertainability**

66. The members of the Class and Subclass are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff has not yet determined the precise number of members of the Class and Subclass, Plaintiff is informed and believe that the Classes and Subclass likely consists of over 100 individuals. Although the exact number is currently unknown to Plaintiff, this information is easily ascertainable from Defendants’ time and payroll records and other personnel records. The identity of the members of the Class and Subclass is also readily ascertainable by review of Defendants’ records, including payroll records.

**B. Commonality and Predominance**

67. Common questions of law and fact exist as to all class members and predominate over any questions affecting only individual members of the Class or Subclass. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide accurate, itemized wage statements; (b) failing to pay overtime for all hours worked; (c) failing to pay minimum wages for all hours worked; (d) failing to timely pay its employees on a weekly basis, (e) failing to provide adequate and compliant meal and rest periods, (f) failing to provide required reimbursements to its employees, (g) failing to provide meal and rest breaks; and (h) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code and the applicable Wage Orders.

68. The common questions of law and fact that predominate include, but are not limited to:

- a. Whether Defendants failed to provide adequate and compliant meal and rest periods to Non-Exempt Class Members;
- b. Whether Defendants failed to pay Non-Exempt Class members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Defendants;
- c. Whether Defendants failed to timely pay its employees on a weekly basis;
- d. Whether Defendants failed to pay Non-Exempt Class members all overtime wages for all hours, or fraction of hours, worked and under the control of Defendant;
- e. Whether Defendants failed to indemnify Non-Exempt Class members for necessary business expenses incurred in direct consequence of the discharge of their duties;
- f. Whether Defendants failed to properly and accurately record and maintain records of all hours worked and wages earned by Non-Exempt Class members;
- g. Whether Defendants failed to provide Non-Exempt Class members with accurate itemized wage statements showing, among other things, the correct number of hours worked and the correct amount of gross and net wages earned; and
- h. Whether Defendants failed to pay Waiting Time Penalties Subclass members all of their wages owed within the required time frames upon separation of employment.

**C. Typicality**

69. Plaintiff's claims are typical of the claims of all class members because Plaintiff and all class members' claims arise from the same event, practice and/or course of conduct of Defendants. Plaintiff was not provided compliant meal or rest periods. Plaintiff was not provided

1 proper and accurate itemized wage statements identifying all hours worked and payment for all  
2 minimum and overtime wages, as well as premium pay for missed meal and rest breaks. Plaintiff  
3 did not get paid on a weekly basis as required by the Labor Code for security employees. Plaintiff  
4 did not get paid proper overtime compensation for all hours worked after the eighth hour in a  
5 workday and/or forty hours in a workweek. Plaintiff was not paid for all hours he worked for  
6 Defendants. Plaintiff was required to by Defendants and did use his own cell phone for work,  
7 which was not reimbursed by Defendants. As such, Plaintiff is a member of the Class and has  
8 suffered the alleged violations of the Labor Code identified herein and the applicable Wage Order.  
9 Plaintiff and all class members sustained injuries and damages as a result of Defendants' illegal  
10 policies, practices and/or common course of conduct in violation of California wage and hour laws  
11 and/or illegal, unfair, or fraudulent business practices.

12 70. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC  
13 Wage Order are typical of the Class and Subclass because Defendants' failure to comply with the  
14 provisions of California's wage and hour laws which entitles Plaintiff and each class member to  
15 similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of  
16 action are the same and the remedies sought by Plaintiff and all class members are the same.

17 71. The California Labor Code upon which Plaintiff bases these claims is broadly  
18 remedial in nature. These laws and labor standards serve an important public interest in  
19 establishing minimum working conditions and standards in California. These laws and labor  
20 standards protect the average working employee from exploitation by employers who may seek to  
21 take advantage of superior economic and bargaining power in setting onerous terms and  
22 conditions of employment.

23 72. The nature of this action and the format of laws available to Plaintiff and members  
24 of the Class identified herein make the class action format a particularly efficient and appropriate  
25 procedure to redress the wrongs alleged herein. If each employee were required to file an  
26 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage  
27 since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff  
28 with Defendant's vastly superior financial and legal resources. Requiring each Class member to

1 pursue individual remedy would also discourage the assertion of lawful claims by employees who  
2 would be disinclined to file an action against their former and/or current employer for real and  
3 justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

4 73. The prosecution of separate actions by the individual class members, even if  
5 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to  
6 individual Class members against the Defendant and which would establish potentially  
7 incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to  
8 individual Class members which would, as a practical matter, be dispositive of the interest of the  
9 other Class members not parties to the adjudications or which would substantially impair or  
10 impede the ability of the Class members to protect their interests. Further, the claims of the  
11 individual members of the Class are not sufficiently large to warrant vigorous individual  
12 prosecution considering all of the concomitant costs and expenses.

13 74. Such a pattern, practice and uniform administration of corporate policy regarding  
14 illegal employee compensation described herein is unlawful and creates an entitlement to recovery  
15 by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid  
16 minimum wages, including interest thereon, applicable penalties and premium pay, reasonable  
17 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-204,  
18 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,  
19 1198, 2802, California Business and Professions Code section 17200, *et seq.*, the provisions of the  
20 applicable IWC Wage Order and Code of Civil Procedure § 1021.5.

21 75. Proof of a common business practice or factual pattern, which the named Plaintiff  
22 experienced and is representative of, will establish the right of each of the members of the Class to  
23 recovery on the causes of action alleged herein.

24 76. The Class is commonly entitled to a specific fund with respect to the compensation  
25 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those  
26 funds being improperly withheld by Defendant. This action is brought for the benefit of the entire  
27 class and will result in the creation of a common fund.

**D. Adequacy of Representation**

77. Plaintiff has no fundamental conflict of interest with the Class or Subclass he seeks to represent. Plaintiff will adequately protect the interests of all class members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to him and putative class members. The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interest of the class defined above.

78. Plaintiff retained attorneys who are experienced employment law litigators with significant wage and hour and class action experience. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the individual Plaintiff.

**E. Superiority of Class Action**

79. Plaintiff believes a class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable. Class action treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

80. Plaintiff knows of no difficulty that might be encountered in the management of this suit, which would preclude maintenance as a class action.

**FIRST CAUSE OF ACTION**

**Failure to Provide Meal and Rest Periods**

**(Violation of Labor Code § 226.7)**

**[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]**

81. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

82. Defendants intentionally failed to ensure that its employees, including Plaintiff and the Class Members, had the opportunity to take and were provided with all proper meal periods and rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order.



1           83. Plaintiff and Class Members were suffered and permitted to work through  
2 legally required meal breaks and rest breaks and were denied the opportunity to take their  
3 meal and rest breaks. As such, Defendants are responsible for paying premium compensation  
4 for missed meal periods and rest periods pursuant to Labor Code§ 226.7 and the applicable  
5 IWC Wage Order.

6           84. Plaintiff and Class Members worked in excess of five hours per day and  
7 accordingly, had a right to take a 30-minute meal period each day worked in excess of five  
8 hours. Furthermore, Plaintiff and Class Members who worked in excess of ten hours per day  
9 had a right to take a second 30-minute meal peliod each day worked in excess of ten hours.

10          85. Plaintiff and Class Members who worked at least three and one-half hours had  
11 a right to take at least a 10-minute duty free rest period for each four hours or major  
12 fraction thereof that they worked.

13          86. As a pattern and practice, Defendants regularly required employees to work  
14 through their meal periods without proper compensation and denied Plaintiff and their  
15 employees the right to take proper meal periods and rest breaks as required by law.

16          87. Defendants' policy of requiring employees to work through their legally  
17 mandated meal periods and rest breaks not allowing them to take proper meal periods and rest  
18 breaks is a violation of California law.

19          88. Defendants' policy of never paying for a missed meal period that was not  
20 lawfully provided is a further violation of California law.

21          89. Plaintiff is informed and believes and based thereon allege that Defendants  
22 willfully failed to pay employees who were not provided the opportunity to take meal breaks  
23 or rest periods the premium compensation set out in Labor Code § 226.7 and the applicable  
24 IWC Wage Order, and that Plaintiff and Class Members are owed wages for the meal period  
25 violations and rest period violations set forth above.

26          90. Plaintiff are informed and believe and based thereon allege Defendants' willful  
27 failure to provide Plaintiff and Class Members the wages due and owing them upon separation  
28 from employment results in a continue payment of wages up to thirty days from the time the

1 wages were due. Therefore, Plaintiff and Class Members who have separated from  
2 employment are entitled to compensation pursuant to Labor Code § 203.

3 91. Plaintiff and the Class Members are entitled to recover from Defendants the  
4 unpaid balance of the unpaid premium compensation pursuant to California Labor Code §  
5 226.7 and the applicable IWC Wage Order, including interest thereon, penalties, reasonable  
6 attorney's fees, and costs of suit.

7 **SECOND CAUSE OF ACTION**

8 **Failure to Pay Lawful Wages**

9 **(Violation of Labor Code §§ 1194, and 1197, 1197.1)**

10 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**  
11 **Defendants]**

12 92. Plaintiff restates and incorporates by reference all above stated paragraphs as  
13 though set forth herein.

14 93. This cause of action is brought pursuant to Labor Code §§ 1194, and 1197, and  
15 1197.1, which require an employer to pay employees minimum wages for all hours worked less  
16 than eight hours in a day and/or less than 40 hours in a workweek.

17 94. As a pattern and practice, Defendants suffered and permitted employees to work  
18 without payment of minimum wages for all hours worked in a workday and workweek.

19 95. Defendants forced employees to work off-the-clock and/or used an illegal time  
20 shaving and/or rounding policies which resulted in time during which Plaintiff and other Similarly  
21 Situated Employees were subject to the control of Defendants but were not paid wages for that  
22 time. Specifically, Plaintiff is informed and believes, and based thereon alleges, that Defendants  
23 had a policy and/or practice of unlawfully rounding Plaintiff's and other Similarly Situated  
24 Employees' time worked that resulted in systematically undercompensating employees.  
25 Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in  
26 a way that favored the underpayment of Plaintiff and other Similarly Situated Employees. Over a  
27 period of time, Defendants' illegal policy resulted in systematically undercompensating Plaintiff  
28 and other Similarly Situated Employees to the detriment of Plaintiff and other Similarly Situated

1 Employees and to the benefit of Defendants. As such, Defendants failed to pay Plaintiff and other  
2 Similarly Situated Employees for all the hours that they worked without reduction or rounding.  
3 Additionally, Defendants required Plaintiff, and on information and belief, Similarly Situated  
4 Employees, to clock out at their scheduled time, but remain at the worksite while they waited for  
5 the next employee to arrive for his/her shift. Defendants did not count this time as hours worked.  
6 Additionally, Defendants would contact Plaintiff and on information and belief, other Similarly  
7 Situated Employees on days off, while off-the-clock, and they would not compensate them for that  
8 time worked. As a result of Defendants' illegal practices and/or policies, Plaintiff and other  
9 Similarly Situated Employees did not receive the statutory minimum wage for all time suffered or  
10 permitted to work because they were not properly compensated, they did not receive proper  
11 overtime compensation for all hours worked over eight hours in any workday and for all hours  
12 worked more than forty hours in the workweek.

13 96. As a result, Plaintiff and the Non-Exempt Class did not receive the statutory  
14 minimum wage for all time suffered or permitted to work because they were not properly  
15 compensated. Defendant had a uniform corporate pattern and practice and procedure regarding  
16 the above practices in violation of Labor Code §§ 1194, 1197 and 1197.1.

17 97. Such a pattern, practice and uniform administration of corporate policy regarding  
18 illegal employee compensation as described herein is unlawful and creates an entitlement to  
19 recovery by Plaintiff and the Non-Exempt Class in a civil action, for the unpaid balance of the full  
20 amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit  
21 according to the mandate of California Labor Code §§ 218.5, 1194, 1197 and 1197.1.

22 98. Plaintiff is informed and believes, and based thereon allege, that Defendants'  
23 willful failure to provide all minimum wages due and owing Plaintiff and Class Members upon  
24 separation from employment results in a continued payment of wages up to thirty (30) days from  
25 the time the wages were due. Therefore, Plaintiff and other members of the Class who have  
26 separated from employment are entitled to compensation pursuant to Labor Code § 203.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime**

3 **(Violation of Labor Code §§ 510, 1194, and 1197.1)**

4 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**  
5 **Defendants]**

6 99. Plaintiff restates and incorporates by reference all above stated paragraphs as  
7 though set forth herein.

8 100. This cause of action is brought pursuant to Labor Code §§ 510, 1194, and 1197.1,  
9 which require an employer to pay employees overtime at a rate of one and one-half the employee's  
10 regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek,  
11 and twice the employee's regular rate of pay for work in excess of 12 hours in one day and/or on  
12 any seventh work day of a workweek.

13 101. Defendants used an illegal time shaving and/or rounding policies and required  
14 Plaintiff to work off-the-clock, which resulted in time during which Plaintiff and other Similarly  
15 Situated Employees were subject to the control of Defendants but were not paid wages for that  
16 time. Specifically, Defendants would require Plaintiff and other Similarly Situated Employees to  
17 clock out while they waited for the next employee to arrive for the subsequently scheduled shift.  
18 Additionally, Defendants would contact Plaintiff and Similarly Situated Employees during non-  
19 work hours regarding work issues. Moreover, Defendants had a policy and/or practice of  
20 unlawfully rounding Plaintiff's and other Similarly Situated Employees' time worked that resulted  
21 in systematically undercompensating employees. Defendants' rounding policy and/or practice  
22 was not fair and neutral on its face and was applied in a way that favored the underpayment of  
23 Plaintiff and other Similarly Situated Employees. Over a period of time, Defendants' illegal  
24 policy resulted in systematically undercompensating Plaintiff and other Similarly Situated  
25 Employees to the detriment of Plaintiff and other Similarly Situated Employees and to the benefit  
26 of Defendants. As such, Defendants failed to pay Plaintiff and other Similarly Situated  
27 Employees for all the hours that they worked without reduction or rounding. Additionally,  
28 Defendants required Plaintiff, and on information and belief, Similarly Situated Employees, to





1 clock out at their scheduled time, but remain at the worksite while they waited for the next  
2 employee to arrive for his/her shift. Defendants did not count this time as hours worked.  
3 Additionally, Defendants would contact Plaintiff and on information and belief, other Similarly  
4 Situated Employees on days off, while off-the-clock, and they would not compensate them for that  
5 time worked. As a result of Defendants' illegal practices and/or policies, Plaintiff and other  
6 Similarly Situated Employees did not receive the statutory minimum wage for all time suffered or  
7 permitted to work because they were not properly compensated, they did not receive proper  
8 overtime compensation for all hours worked over nine hours in any workday and for all hours  
9 worked more than forty hours in the workweek with respect to personal attendants and they did  
10 not receive proper overtime compensation for all hours worked over eight hours in any workday  
11 and for all hours worked more than 40 hours in the workweek as to other non-exempt employees.

12 102. As a result, Plaintiff and the Non-Exempt Class did not receive the statutory  
13 overtime wage for all time suffered or permitted to work because they were not properly  
14 compensated. Defendants had a uniform corporate pattern and practice and procedure regarding  
15 the above practices in violation of Labor Code §§ 510, and 1194.

16 103. Such a pattern, practice and uniform administration of corporate policy regarding  
17 illegal employee compensation as described herein is unlawful and creates an entitlement to  
18 recovery by Plaintiff and the Non-Exempt Class in a civil action, for the unpaid balance of the full  
19 amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit  
20 according to the mandate of California Labor Code §§ 218.5, 558, 1194, and 1197.1.

21 104. Plaintiff is informed and believes, and based thereon allege, that Defendants'  
22 willful failure to provide all overtime wages due and owing Plaintiff and Class Members upon  
23 separation from employment results in a continued payment of wages up to thirty (30) days from  
24 the time the wages were due. Therefore, Plaintiff and other members of the Class who have  
25 separated from employment are entitled to compensation pursuant to Labor Code § 203.

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28

**FOURTH CAUSE OF ACTION**

**Failure to Timely Pay All Wages Upon Separation of Employment**

**(Violation of Labor Code §§ 201 & 203)**

**[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class and the Waiting Time Penalties Subclass Against all Defendants]**

105. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

106. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

107. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

108. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay Plaintiff, the Non-Exempt Class and Waiting Time Penalties Subclass all wages due and owing to them, including minimum wages, overtime wages, and regular wages for all the time they were suffered or permitted to work or were engaged in work under Defendants' control, as well as all meal period premiums and rest period premiums owed within the time required by Labor Code §§ 201, 202, and 204 as applicable.

109. To date, Plaintiff has not yet received all wages due and payable, including but not limited to, minimum wages, overtime wages, regular wages, and meal and rest period premium wages owing to him. On information and belief, members of the Non-Exempt Class and Waiting



Time Penalties Subclass have not yet received all minimum wages, overtime wages, regular wages, and meal and rest premium wages due and owing to them.

110. As a direct result of Defendants' violations alleged herein, Plaintiff, the Non-Exempt Class and the Waiting Time Penalties Subclass members suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

### **FIFTH CAUSE OF ACTION**

#### **Failure to Timely Pay All Wages By The Appropriate Time Period**

#### **(Violation of Labor Code §§ 204)**

**[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class and the Waiting Time Penalties Subclass Against all Defendants]**

111. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

112. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

113. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

114. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay Plaintiff, the Non-Exempt Class and Waiting Time Penalties Subclass all wages due and owing to them, including minimum wages, overtime wages, and

1 regular wages for all the time they were suffered or permitted to work or were engaged in work  
2 under Defendants' control, as well as all meal period premiums and rest period premiums owed  
3 within the time required by Labor Code §§ 201, 202, and 204 as applicable.

4 115. To date, Plaintiff has not yet received all wages due and payable, including but not  
5 limited to, minimum wages, overtime wages, regular wages, and meal and rest period premium  
6 wages owing to him. On information and belief, members of the Non-Exempt Class and Waiting  
7 Time Penalties Subclass have not yet received all minimum wages, overtime wages, regular  
8 wages, and meal and rest premium wages due and owing to them.

9 116. As a direct result of Defendants' violations alleged herein, Plaintiff, the Non-  
10 Exempt Class and the Waiting Time Penalties Subclass members suffered and continue to suffer  
11 losses related to the use and enjoyment of wages due and owing to them, all to their respective  
12 damage in an amount to be shown according to proof at trial and within the jurisdictional  
13 limitations of this Court.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Timely Pay Wages to Security Guard Employees**

16 **(Violation of Labor Code § 201.3)**

17 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**  
18 **Defendants]**

19 117. Plaintiff restates and incorporates by reference all above stated paragraphs as  
20 though set forth herein.

21 118. This cause of action is brought pursuant to Labor Code § 201.3 which requires  
22 employers in the security services industry to pay its security guard employees their wages no less  
23 frequently than weekly.

24 119. Throughout his employment, Plaintiff, and on information and belief, Similarly  
25 Situated Employees, were paid wages by Defendants every two weeks (i.e., bi-weekly), in  
26 violation of Labor Code § 201.3.

27 120. As a direct result of Defendants' violations alleged herein, Plaintiff, the Non-  
28 Exempt Class suffered and continue to suffer losses related to the use and enjoyment of wages due



1 and owing to them, as well as civil penalties, all to their respective damage in an amount to be  
2 shown according to proof at trial and within the jurisdictional limitations of this Court.

3 **SEVENTH CAUSE OF ACTION**

4 **Improper Wage Statements**

5 **(Violation of Labor Code § 226)**

6 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**  
7 **Defendants, Except Defendants McKinney]**

8 121. Plaintiff restates and incorporates by reference all above stated paragraphs as  
9 though set forth herein.

10 122. Defendant failed in its affirmative obligation to provide accurate itemized wage  
11 statements. Defendant, as a matter of policy and practice, did not provide accurate records in  
12 violation of Labor Code § 226 by failing to provide accurate payroll records for Plaintiff and the  
13 Class.

14 123. Here, Plaintiff and the Class were paid hourly. As such, the wage statements should  
15 have reflected the number of hours worked and the applicable hourly rates, pursuant to Labor  
16 Code§ 226(a)(9). Defendants similarly failed to provide Plaintiff and the Non-Exempt Class with  
17 accurate itemized wage statements. Additionally, Defendants violated Labor Code § 226(a) by  
18 issuing wage statements that did not include: (1) the correct total regular and overtime hours  
19 worked, (2) the correct amount of gross and net wages earned, and (3) all applicable hourly rates  
20 and the corresponding number of hours worked at each hourly rate, as required under Labor Code  
21 section 226. As such, Defendants violated Labor Code section 226(a) by not providing accurate,  
22 itemized wage statements to Plaintiff and the Non-Exempt Class by not accurately reflecting the  
23 hours worked.

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

**EIGHT CAUSE OF ACTION**

**Failure To Maintain Records**

**(Violation of Labor Code § 1174, 1174.5, and 1198.5)**

**[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants, Except Defendant McKinney]**

125. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

126. Labor Code § 1174 required Defendants to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.”

127. Labor Code § 1174.5 provides that “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

128. Labor Code § 1198.5 required Defendants to maintain a copy of each employee’s personnel records for a period of not less than three years after termination of employment.

129. As alleged herein, Defendants did not and are not keeping accurate records or work hours for Plaintiff and the Non-Exempt Class. Moreover, Defendants failed to accurately record Plaintiff’s and the Non-Exempt Class’ hours worked, including but not limited to, Defendants failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. As a direct consequence of Defendants’ illegal policies, Defendants did not keep accurate records of the actual hours that Plaintiff and the Non-Exempt Class were under the control of Defendants, including, but not limited to, time suffered and permitted to work, as well as all wages earned. Such a pattern, practice and uniform administration of corporate policy regarding lack of maintaining of records as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Non-



1 Exempt Class in a civil action for penalties, attorneys' fees, and costs of suit according to the  
2 mandate of California Labor Code §§ 1174.5 and 1198.5.

3 **NINTH CAUSE OF ACTION**

4 **Failure To Reimburse Business Expenses**

5 **(Violation of Labor Code §§ 450, 451 and 2802)**

6 **[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all**  
7 **Defendants, Except Defendant McKinney]**

8 130. Plaintiff restates and incorporates by reference all above stated paragraphs as  
9 though set forth herein.

10 131. Labor Code § 450 prohibits an employer from coercing an employee to purchase  
11 anything of value from the employer. Labor Code § 2802 requires an employer to indemnify its  
12 employees for all necessary expenditures or losses incurred by an employee in direct consequence  
13 of the discharge of his or her duties of employment.

14 132. Labor Code § 2802(b) states, "[a]ll awards made by a court ... for reimbursement  
15 of necessary expenditures" shall carry interest, at the same rate as judgments in civil actions, and  
16 said interest will accrue from the date on which the employee incurred the necessary expenditure  
17 including, but not limited to, reasonable costs and attorney's fees incurred by the employee in  
18 enforcing their rights granted pursuant to Labor Code § 2802. The exact amount of the necessary  
19 expenditures or losses is in an amount to be proven at time of trial.

20 133. Furthermore, Labor Code § 2802(c) states, "[f]or the purposes of this section, the  
21 term 'necessary expenditures or losses' shall include all reasonable costs, including, but not  
22 limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

23 134. Plaintiff and the Non-Exempt Class incurred expenses in direct consequence of the  
24 discharge of their duties of employment with Defendants, but Defendants failed to adequately  
25 reimburse them for such expenses.

26 135. As mentioned, Defendants required Plaintiff and other Similarly Situated  
27 Employees to use their personal cell phones as part of their regular duties. Defendants required  
28 Plaintiff and other Similarly Situated Employees to use a timekeeping application to clock in and

1 out of their shifts, as well as to communicate with their superiors and colleagues regarding work  
2 and incidents. Plaintiff and other Similarly Situated Employees were required to expend their  
3 personal minutes and data to use their personal phones. Defendants did not, however, reimburse  
4 Plaintiff and other Similarly Situated Employees for the use of their cell phones for work-related  
5 use. Moreover, as alleged above, Plaintiff and other Similarly Situated Employees were required  
6 to use their personal cell phones to respond to text messages and phone calls from superiors and to  
7 report tasks during and after their scheduled shift hours. Thus, Defendants required that Plaintiff  
8 and other Similarly Situated Employees to utilize their personal cell phones in the discharge of  
9 their duties without providing reimbursement. As such, Plaintiff and other Similarly Situated  
10 Employees did not receive any reimbursement for the use of their personal cell phones, as required  
11 by California law.

12 136. As a direct result of Defendants' violations alleged herein, Plaintiff and the Non-  
13 Exempt Class suffered and continue to suffer, substantial losses related to Defendants' failure to  
14 indemnify them for the expenses and losses, including the use and enjoyment of such monies, lost  
15 interest on such monies and expenses, and attorney's fees and costs in seeking to compel  
16 Defendants to fully perform its obligations under state law, all to their respective damage in  
17 amounts according to proof at trial and within the jurisdictional limitations of this Court.

18 137. Plaintiff seeks to recover in a civil action to the fullest extent permissible all  
19 available remedies including but not limited to the unpaid balance of the indemnification from  
20 Defendants' violations, interest thereon permitted by Labor Code § 2802(b), reasonable attorney's  
21 fees and costs of suit, declaratory relief, and any other permitted remedies including those  
22 permitted pursuant to Labor Code § 2802 and Code of Civil Procedure § 1021.5. The exact  
23 amount of reimbursements, interest, costs and attorney's fees will be in an amount to be proved at  
24 time of trial.

25 ///

26 ///

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28 ///

**TENTH CAUSE OF ACTION**

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

**[Alleged by Plaintiff, Individually, and On Behalf of the Non-Exempt Class Against all Defendants]**

138. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

139. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice...”

140. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (i) failure to pay Plaintiff and the Non-Exempt Class all regular, minimum, and overtime wages for all hours suffered or permitted to work and under the control of Defendants; (ii) failure to indemnify Plaintiff and the Non-Exempt Class for necessary business expenses incurred in direct consequence of the discharge of their duties and under the direction of Defendants; (iii) failure to timely pay wages, (iv) failure to maintain accurate records of the hours that Plaintiff and the Non-Exempt Class worked while employed by Defendants; (v) failure to provide Plaintiff and the Non-Exempt Class with accurate itemized wage statements; and (vi) failure to timely pay Plaintiff and members of the Waiting Time Penalties Subclass all wages owed upon separation of their employment with Defendants.

141. Defendants’ utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants’ competitors.

142. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

143. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, et seq., including those set forth

herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

**ELEVENTH CAUSE OF ACTION**

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

**[Alleged by Plaintiff, Individually, and On Behalf of the Aggrieved Employees Against all Defendants]**

144. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

145. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties on behalf of herself and all other Aggrieved Employees from January 16, 2023 through the present.

146. Defendants employed Plaintiff and Plaintiff had one or more of the alleged violations committed against her. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the alleged violators employed her and they had one or more of the alleged violations committed against her. As such, Plaintiff is properly suited to represent the interests of other Aggrieved Employees in a PAGA Representative action.

147. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant’s violations of Labor Code §§ 201-204, 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 *et seq.*

148. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code section 2699(f) imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

149. The Cause of Action alleged herein is appropriately suited for a Labor Code Private Attorneys General Act of 2004 (“PAGA”) action because:

1           a. Pursuant to California Labor Code section 2699(a), any provision of the  
2 Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce  
3 Development Agency or any of its departments, divisions, commissions, boards, agencies, or  
4 employees, for a violation of the California Labor Code, may, as an alternative, be recovered through  
5 a civil action brought by an aggrieved employee on behalf of himself or herself and all other current  
6 or former employees pursuant to the procedures specified in section 2699;

7           b. This action involves allegations of violations of provisions of the California  
8 Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the  
9 LWDA or any departments, divisions, commissions, boards, agencies or employees;

10          c. Plaintiff is an “aggrieved employee” because she was employed by the  
11 alleged violators and had one or more of the alleged violations committed against her;

12          d. On or about January 16, 2024, Plaintiff satisfied the procedural requirements  
13 of section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with his  
14 notice for wage and hour violations and penalties, including the facts and theories to support each  
15 violation. A true and correct copies of Plaintiff’s PAGA notice is attached hereto as **EXHIBIT 1**.  
16 Plaintiff has not received an LWDA notice within sixty-five (65) calendar days of the date of  
17 Plaintiff’s notice.

18          e. Therefore, Plaintiff satisfied all the administrative requirements to pursue  
19 civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

20          f. Plaintiff files this action pursuant to Labor Code section 2699(a) and (f), on  
21 behalf of himself and all other aggrieved employees of Defendants to recover civil penalties,  
22 including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code  
23 sections 558 and 1197.1.

24          g. Defendants were Plaintiff’s employers or persons acting on behalf of  
25 Plaintiff’s employer, within the meaning of California Labor Code section 558, who violated or  
26 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision  
27 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,  
28



are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558, at all relevant times.

h. Defendants were Plaintiff's employers or persons acting on behalf of Plaintiff's employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

i. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of himself and all other Aggrieved Employees of Defendants in California including, but not limited to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1.

150. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs incurred herein.

151. Plaintiff seeks to recover civil penalties on behalf of herself and other Aggrieved Employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code sections §§ 201-204, 201.3, 210, 226, 226.3, 226.7, 450-451, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, pursuant to Labor Code section 2698, *et seq.* The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;

4. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 510, 558, 1194, and 1197.1 and Code of Civil Procedure § 1021.5 and for such other and further relief as the Court may deem just and proper;

**As to the First Causes of Action**

**(Meal and Rest Period Wages)**

5. For general unpaid wages and premium wages pursuant to California Labor Code § 226.7 and such general and special damages as may be appropriate;

6. For pre-judgment interest on any unpaid wages;

7. For statutory penalties pursuant to California Labor Code § 203;

8. For reasonable attorneys' fees and for costs of suit incurred herein; and

9. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Second and Third Causes of Action**

**(Failure to Pay Minimum and Overtime Wages)**

10. For general unpaid wages, including overtime wages, pursuant to California Labor Code §§ 510, 1194, and 1454 and such general and special damages as may be appropriate;

11. For pre-judgment interest on any unpaid wage compensation from the date such amounts were due;

12. For liquidated damages in an amount equal to the wages unlawfully unpaid with the interest thereon pursuant to California Labor Code § 1194.2;

13. For reasonable attorney's fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

14. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Fourth Causes of Action**

**(Wages Not Paid Upon Termination)**

15. For statutory penalties pursuant to California Labor Code § 203;

16. For reasonable attorney's fees and for costs of suit incurred herein; and

17. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Fifth Causes of Action**

**(Wages Not Paid Upon Termination)**

18. For statutory penalties pursuant to California Labor Code §§ 203 and 210;
19. For reasonable attorneys' fees and for costs of suit incurred herein; and
20. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Sixth Causes of Action**

**(Wages Not Paid On A Weekly Basis)**

21. For statutory penalties pursuant to California Labor Code § 201.3;
22. For reasonable attorneys' fees and for costs of suit incurred herein; and
23. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Seventh Cause of Action**

**(Improper Wage Statements)**

24. For all actual, consequential, and incidental losses and damages, according to proof;
25. For statutory penalties pursuant to California Labor Code § 226(a);
26. For reasonable costs and attorneys' fees pursuant to California Labor Code § 226(e); and
27. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Eight Cause of Action**

**(Failure to Maintain Records)**

28. For statutory penalties pursuant to California Labor Code §§ 1174.5 and 1198.5;
29. For reasonable costs and attorneys' fees pursuant to California Labor Code § 1198.5(l);
30. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Ninth Cause of Action**

**(Failure to Reimburse Business Expense)**

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For pre-judgment interest on the business expenditures under California Labor Code § 2802(b);

33. For reasonable costs and attorneys' fees pursuant to California Labor Code § 2802(c); and

34. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Tenth Cause of Action**

**(Unfair Competition)**

35. The disgorgement of any and all "unpaid wages" and incidental losses, according to proof;

36. For restitution of "unpaid wages" to Plaintiff and all Non-Exempt Class members and prejudgment interest from the day such amounts were due and payable;

37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code § 17200, *et seq.*;

38. For reasonable attorneys' fees that Plaintiff and other Non-Exempt Class members are entitled to recover under California Civil Procedure § 1021.5;

39. For costs of suit incurred herein; and

40. For such other and further relief as the Court may deem equitable and appropriate;

**As to the Eleventh Cause of Action**

**(PAGA)**

41. For reasonable attorneys' fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*

42. For civil penalties to the extent permitted by law pursuant to the Labor Code under the PAGA;

43. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages pursuant to Labor Code section 558 and, pursuant to Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as

liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203; and

44. For such other relief as the Court deems just and proper.

Dated: July 15, 2024

ARIN | JAMES LLP



By: \_\_\_\_\_

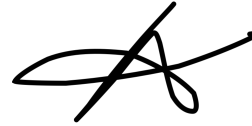
ARIN NORIJANIAN  
JAMES H. DEMERJIAN  
Attorneys for TERRY COOK

**DEMAND FOR JURY TRIAL**

Plaintiff TERRY COOK demands a jury trial.

Dated: July 15, 2024

ARIN | JAMES LLP



By: \_\_\_\_\_

ARIN NORIJANIAN  
JAMES H. DEMERJIAN  
Attorneys for TERRY COOK



Arin | James LLP

*On behalf of the employee.*

arin@arinjames.com  
james@arinjames.com

January 16, 2024

**Via Online Electronic Filing**

California Labor and Workforce  
Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

**Via Certified Mail**

Defense International Corporation  
130 S. Prospect Ave.  
Tustin, CA 92780

Chaz McKinney  
130 S. Prospect Ave.  
Tustin, CA 92780

Re: **Terry Cook's Wage and Hour Claims Against Defense International Corporation**

Dear Labor and Workforce Development Agency, Defense International Corporation and Mr. McKinney,

Please be advised that Terry Cook ("Mr. Cook") has retained our firm to represent him for claims against his employers Defendants International Corporation ("Defense") and Mr. Chaz McKinney (collectively "Defendants"). This correspondence shall serve as Mr. Cook's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Mr. Cook and all other aggrieved employees against Defendants. Mr. Cook provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Mr. Cook desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Mr. Cook also intends to represent all other non-exempt employees who performed work for Defendants in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.



Mr. Cook alleges that Defendants committed the following against him and all other non-exempt employees in California:

**Factual Background:**

Defense International Corporation is a California corporation. Defense is security company providing security services to businesses throughout California. Mr. McKinney is an officer and director of Defense International Corporation. Defendants employed Mr. Cook as a non-exempt security guard from approximately March 2023 to September 2023. Mr. Cook was paid hourly and worked the Los Angeles County area. Mr. Cook worked full time throughout his employment at Defendants and routinely worked overtime.

**Defendants' Labor Code and IWC Wage Order Violations:**

Defendants denied Mr. Cook and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, Defendants failed to pay Mr. Cook and other non-exempt employees for all hours worked, failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay them all minimum, regular, and overtime wages owed, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, failed to pay them on a weekly basis, and failed to timely pay all wages due during and upon separation of employment.

Specifically, Defendants committed the following Labor Code violations against Mr. Cook and other non-exempt employees:

1. Defendants violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Mr. Cook and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Mr. Cook and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour of wages on such occasions. Although the nature of Mr. Cook's and other non-exempt's employee's work did not require them to take on-duty meal breaks, Defendants' policy was that employees were required to remain on-site at their posts during their shifts and be available by radio or phone made it so that Mr. Cook and other non-exempt employees could not be relieved of all duties. Defendants understaffed their locations so that there was no one else to patrol the premises and also allow its employees to



take compliant meal breaks. When understaffed, employees were unable to take a meal break because they could not leave their post unattended and needed to respond to any calls coming through the radio or cell phone. Due to Defendants' understaffing, Mr. Cook and other non-exempt employees were required to be on duty and work through their meal breaks.

2. Additionally, Defendants violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by not authorizing or permitting Mr. Cook and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. For the same reasons as stated above with respect to meal breaks, Defendants did not authorize or permit Mr. Cook and other non-exempt security guard employees to take legally compliant rest breaks. Despite the fact that Mr. Cook and other non-exempt employees did not receive legally compliant rest breaks and received unlawful meal periods that there were "on-duty," Defendants did not provide adequate compensation, nor did Defendants provide any premium wages for these missed breaks, as required by law. Furthermore, Defendants did not provide adequate resting facilities for Mr. Cook and other non-exempt employees to take breaks.

3. Defendants violated Labor Code §§ 558, 1194, 1197, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Mr. Cook and other non-exempt employees their minimum wage for all hours worked. Specifically, Defendants failed to pay Mr. Cook and other non-exempt employees for days and hours worked. For example, Mr. Cook and other non-exempt employees were never paid for complete days that they worked. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Cook's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Cook and other non-exempt employees. As a result, Mr. Cook and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, after the twelfth hour and/or forty hours in a workweek.

4. Defendants violated Labor Code §§ 510, 558, 1194, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Mr. Cook and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Specifically, Mr. Cook and other non-exempt employees worked regular and/or overtime hours but Defendants never compensated nor accounted for that overtime work. Mr. Cook's and other non-exempt employees' timesheets would not show any overtime hours worked even though they



worked overtime. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Cook's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Cook and other non-exempt employees. As a result, Mr. Cook and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, twelfth hour in a workday and/or forty hours in a workweek.

5. Defendants violated Labor Code §§ 1174, 1174.5, 1198 and the "Records" section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Defendants' failure to record the proper beginning and end of each meal period on Mr. Cook's and other non-exempt employees' time records, failure to account for time worked off the clock, failure to account for overtime hours and improper rounding.

6. Defendants violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, did not include time and payment for all hours worked, included improper rounded time, did not account for time worked off the clock. As such, Defendants violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Mr. Cook and other non-exempt employees.

7. Defendants violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Mr. Cook and other non-exempt employees, including without limitation, by not paying employees for all hours worked, by not paying employees on a timely basis, by failing to pay Mr. Cook and other non-exempt employees for the time spent after clocking out, as well as minimum and overtime wages for all hours worked.

8. Defendants violated Labor Code §§ 450, 451, 2802 and the applicable Wage Order by failing to reimburse for necessary business expenditures. Defendants failed to reimburse Mr. Cook and other non-exempt employees that were incurred in the discharge of their duties. For example, Mr. Cook and other non-exempt security guards were required to use their personal cell phones to scan locations on patrol on an app called TrackTik and to respond to text messages and phone calls from superiors or to report incidents during their scheduled shifts. Mr. Cook and other non-exempt security guards did not receive any reimbursement for the use of their personal cell phones, as required by law.



9. Defendants violated Labor Code § 201.3 by failing to pay Mr. Cook and other non-exempt security guards on a weekly basis. In California, non-exempt security guards are required to be paid on a weekly basis but Defendants paid Mr. Cook and other non-exempt security guards every two weeks (i.e., bi-weekly), in violation of California law. As such, Defendants violated Labor Code § 201.3 and is subject to appropriate penalties.

Mr. Cook will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of himself and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Cook becomes aware of additional compensation owed to him or other losses incurred by his or by any other non-exempt employee of Defendants, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Arin | James LLP

Arin Norijanian  
James Demerjian

an/jd