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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DONNELL LOGAN,

Plaintiff,

vs.

ALL AMERICAN PROTECTIVE
SERVICES, INC.; DONNA Y.
SACHELL; and DOES 1
to 25, inclusive,

Defendants.

) CASE NO.: 24STCV17860

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL**
) **BREAKS;**
) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **10) FAILURE TO REIMBURSE FOR**
) **BUSINESS EXPENSES**
) **11) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, DONNELL LOGAN (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants ALL AMERICAN PROTECTIVE SERVICES, INC.; DONNA Y. SATCHELL and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant ALL AMERICAN PROTECTIVE SERVICES, INC. is a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff as a security guard.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant DONNA Y. SATCHELL is a resident of the State of California and the owner, managing agent of ALL AMERICAN PROTECTIVE SERVICES, INC. DONNA Y. SATCHELL is being included in this lawsuit pursuant to Labor Code Section 558.1 as she controlled the hours, wages, and working conditions of Plaintiff and other hourly, non-exempt employees and was involved in the wage and hour practices and policies. ALL AMERICAN PROTECTIVE SERVICES, INC. and DONNA Y. SATCHELL are collectively referred to as “ALL AMERICAN PROTECTIVE” or “Defendant(s)”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner
4 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
5 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
6 and capacities of these fictitiously named defendants.

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8 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
9 that information and belief, alleges that at all times herein mentioned, each of the remaining
10 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
11 under the authority of their agency, employment, or representative capacity, with the consent
12 of his/her codefendants.

13 **GENERAL ALLEGATIONS**

14 7. Plaintiff started working at ALL AMERICAN PROTECTIVE on or around 2024 as
15 a security guard. Plaintiff was seemingly classified as an hourly, non-exempt employee.
16 Plaintiff's employment ended on or around April 2024.

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18 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
19 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
20 Security Services USA, Inc., an onsite security provider. After about a year of employment,
21 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
22 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
23 termination of employment and weekly payment of wages to temporary employees. The trial
24 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
25 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
26 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
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1 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
2 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
3 PAGA representative to sue for violations that the representative has personally suffered. The
4 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
5 and others. The statute also states that an “aggrieved employee” is “any person who was
6 employed by the alleged violator and against whom one or more of the alleged violations was
7 committed.” Because at least one of the violations that Huff had alleged had affected him
8 personally, the Court of Appeal denied Securitas’ motion.
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10 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
11 other employees, it allows for suits broader than the specific violations the named
12 employee experienced. Therefore, even if the employee did not personally experience the
13 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
14 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
15 behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of
16 job title or job duties who worked for ALL AMERICAN PROTECTIVE at any of their
17 locations in California during the relevant PAGA period.
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19 10. It is Plaintiff’s position that ALL AMERICAN PROTECTIVE has violated the
20 following Labor Code Sections against Plaintiff and other similarly situated aggrieved
21 employees, who include all non-exempt, hourly employees who worked for ALL AMERICAN
22 PROTECTIVE at their various locations in the State of California during the relevant PAGA
23 period.
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25 11. ALL AMERICAN PROTECTIVE violated Labor Code § 1194, 1194.2, 1197, and
26 1197.1 because it failed to pay Plaintiff and other similarly situated aggrieved employees for
27 all hours worked, including the statutory minimum wage for all hours worked and for “off the
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1 clock” work. This is so because ALL AMERICAN PROTECTIVE had a company policy
2 wherein they would disproportionately round down the number of hours worked, resulting in
3 “time shaving” and further resulting in aggrieved employees not being paid for all hours
4 worked. Furthermore, and to the extent that Plaintiff and others worked through their meal
5 periods while “off the clock”, they were not compensated for all hours worked, which would
6 be akin to a minimum wage violation. To the extent that Plaintiff and others were classified as
7 1099 employees, the latter would be illegal in violation of Labor Code section 226.8 due to the
8 fact that ALL AMERICAN PROTECTIVE is in the business of security work and Plaintiff and
9 others were security guards. Under the ABC test, it is unequivocally clear that Plaintiff and
10 others were supposed to be classified as hourly, non-exempt employees. In addition, ALL
11 AMERICAN PROTECTIVE unequivocally controlled Plaintiff’s and others working hours,
12 schedule, and job duties, among other things. Moreover, ALL AMERICAN PROTECTIVE
13 failed to provide its employees with proper and accurate reporting time pay.
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15 12. Due to the above “off the clock” violations, ALL AMERICAN PROTECTIVE also
16 violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees
17 overtime compensation, even though they worked more than 8 hours per day, 12 hours per day,
18 and/or 40 hours per week throughout their employment. Plaintiff’s and other aggrieved
19 employees’ actual work hours entitled them to overtime compensation, however, ALL
20 AMERICAN PROTECTIVE did not compensate its hourly, non-exempt employees with
21 overtime or the correct amount of overtime due to the “off the clock” work and time shaving as
22 described above and due to overall company policy. There were instances wherein Plaintiff’s
23 shifts would exceed 8 hours per day, however, Plaintiff was not compensated the full and
24 complete daily overtime, especially due to the rounding and time shaving. Furthermore, ALL
25 AMERICAN PROTECTIVE failed to include bonuses/incentive payments/sick pay in
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1 calculating employees' regular rate of pay for use in deciphering the correct overtime rate of
2 pay. Additionally, the incentive and bonus payments were also not factored into employees'
3 regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews
4 case.

5 13. ALL AMERICAN PROTECTIVE also violated Labor Code § 226.7 and the
6 appropriate Industrial Welfare Commission Wage Order no. 4 because it failed to provide
7 Plaintiff and other similarly situated aggrieved employees with 10-minute rest periods for
8 every four hours of work, or majority portion thereof, throughout their employment. ALL
9 AMERICAN PROTECTIVE did not completely relieve Plaintiff and others of all duty during
10 said rest periods. ALL AMERICAN PROTECTIVE did not pay to Plaintiff and others one
11 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
12 more statutory rest periods was not provided. It was not part of the company policy for
13 employees such as Plaintiff to take at least two timely, UNINTERRUPTED rest breaks per
14 shift. In fact, Plaintiff did not take a single, uninterrupted rest break during his employment
15 tenure since he would have to stay at his post and he was the only security guard on duty at that
16 time. As such, there was no one to relieve Plaintiff of his work duties so he can actually take an
17 uninterrupted rest period without having to consistently stay on watch. The concept of
18 uninterrupted rest breaks was not implemented as it was not company policy. Moreover, it
19 would not have been possible for employees such as Plaintiff and others to take such rest
20 breaks due to having consistent security guard duties and no one to relieve him or allow for any
21 type of a statutory break. As such, the culture as well as the policies and procedures of ALL
22 AMERICAN PROTECTIVE did not lend itself to the employees receiving consistent statutory
23 rest breaks wherein they were relieved of all work duties. The environment at ALL
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1 AMERICAN PROTECTIVE was not conducive to receiving multiple statutory rest breaks
2 under California law and timely, statutory rest breaks were not authorized or enforced.

3 14. ALL AMERICAN PROTECTIVE violated Labor Code §§ 512 and 226.7 and the
4 appropriate Industrial Welfare Commission Wage Order no. 4 because it failed to provide
5 hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute,
6 uninterrupted meal periods for every five (5) hours of work throughout their employment. ALL
7 AMERICAN PROTECTIVE did not completely relieve Plaintiff and other employees of all
8 duty during said meal periods. ALL AMERICAN PROTECTIVE did not pay to Plaintiff and
9 its hourly, non-exempt employees one additional hour of pay at their regular rate of
10 compensation for each workday that one or more statutory meal periods was not provided. The
11 hourly, non-exempt employees would often not be able to consistently receive any meal
12 breaks. Moreover, even if aggrieved employees were able to take meal breaks, the meal breaks
13 would be late and after the 5th hour worked or they would be interrupted since Plaintiff would
14 have to remain at his post and still be on duty during any meal break. The latter was due to the
15 workload and due to having consistent security guard duties without any relief and without
16 anyone to relieve Plaintiff and others of their job duties. Like the rest breaks, receiving a thirty-
17 minute uninterrupted and timely meal break was not part of the company culture and was not
18 enforced by ALL AMERICAN PROTECTIVE. Consequently, it was the normal practice and
19 custom of ALL AMERICAN PROTECTIVE not to authorize, permit, and enforce timely
20 statutory meal periods. If ALL AMERICAN PROTECTIVE had Plaintiff sign a meal period
21 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
22 than a 6-hour shift. If ALL AMERICAN PROTECTIVE had Plaintiff sign an on-duty meal
23 period agreement wherein Plaintiff agreed to work through the meal periods, it would be
24 invalid and unenforceable because the nature of Plaintiff's job does not and did not prevent
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1 him from taking a meal period and the company could have hired “breakers” to relieve Plaintiff
2 of his job duties so that he can actually take a timely, uninterrupted meal period. Moreover, any
3 such “on duty” meal period agreement did not allow for Plaintiff to revoke such an agreement
4 even if it was signed. As such, Plaintiff and others did not always receive statutory, timely
5 meal periods during their employment. To the extent that ALL AMERICAN PROTECTIVE
6 argues that Plaintiff and others were paid to work through their meal period, this argument is
7 not compelling due to the position that there was no valid meal period waiver in place and even
8 if there was, it is still a violation to prevent an employee from taking a meal break in order to
9 rest and recover. To the extent that ALL AMERICAN PROTECTIVE argues that employees
10 receive meal break premium pay for missed, late or short meal and rest periods, that argument
11 is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
12 themselves, irrespective of whether an employee received the premium payment for a missed,
13 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
14 “section 226.7 does not give employers a lawful choice between providing *either* meal and rest
15 breaks *or* an additional hour of pay.” *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
16 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
17 violation; the employer has still committed a violation even if the remedy for the violation has
18 been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
19 such, the work environment and culture at ALL AMERICAN PROTECTIVE was not
20 conducive to receiving consistent, timely, statutory meal breaks under California law.
21 Moreover, any meal or rest break premiums paid were not compensated at the weighted
22 average regular rate, inclusive of bonuses and/or incentive payments as well as overtime
23 compensation.

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27 15. Furthermore, during the relevant time period, and due to the above labor code
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1 violations, ALL AMERICAN PROTECTIVE failed to pay Plaintiff and other similarly
2 situated aggrieved employees all wages due to them within any time period specified by
3 California Labor Code section 204. ALL AMERICAN PROTECTIVE was also in violation of
4 California Labor Code section 226(a) by failing to include pertinent information on the wage
5 statements, including but not limited to, the correct hourly rate, all hours worked, overtime
6 hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for
7 missed meal and rest breaks, all deductions, the correct start and end of the pay period, all
8 employee identifying information, the correct and complete name and address of the legal
9 employer, and reimbursement for business expenses, among others. As such, ALL
10 AMERICAN PROTECTIVE did not provide Plaintiff and other similarly situated aggrieved
11 employees with complete, accurate itemized wage statements.
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13 16. During the relevant time period, ALL AMERICAN PROTECTIVE also failed to keep
14 accurate and complete payroll records showing the actual hours worked per day and the wages
15 paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).
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17 17. ALL AMERICAN PROTECTIVE also violated Labor Code § 203 because it willfully
18 failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages
19 upon separation of employment, either immediately upon involuntary termination, or within 72
20 hours of resignation. These earned but unpaid wages include compensation for all hours
21 worked, including minimum wages, overtime compensation, and premium pay for missed meal
22 and rest breaks.
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24 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
25 necessary, business-related expenses and costs that were not reimbursed by ALL AMERICAN
26 PROTECTIVE. These costs include, but are not limited to, parts of his uniform (i.e., shoes).
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1 Accordingly, ALL AMERICAN PROTECTIVE was in violation of California Labor Code
2 sections 2800 and 2802.

3 19. Furthermore, ALL AMERICAN PROTECTIVE did not provide proper and
4 correct/accurate sick pay that was also delineated on employee pay stubs and also failed to
5 provide proper sick leave in violation of Labor Code sections 233 and 246. Moreover, there
6 was no suitable seating/rest break facilities for the employees pursuant to Wage Order no. 4-
7 2001.

8 20. Furthermore, Plaintiffs believes Defendants have also violated Labor Code Section 558
9 and have engaged in business practices which violate Business and Professions Code Section
10 17200.
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12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

14 **(California Industrial Welfare Commission Order 4-2001, California Code of**
15 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 21. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 20, inclusive, of this Complaint as though fully set forth herein.
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20 22. At all times relevant herein, Defendants were required to compensate its employees for
21 all hours worked upon reporting for work at the appointed time stated by the employer
22 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
23 Title 8, Section 11040.

24 23. For the three (3) years preceding filing of this action, Defendants failed to compensate
25 Plaintiff for all hours worked.

26 24. Under the aforementioned wage order and regulations, Plaintiff is to recover
27 compensation for all hours worked but not paid by Defendants for the three (3) years
28 preceding the filing of this Complaint.

1 25. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
2 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
3 this Court.

4 26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
5 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
6 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
7 reasonable attorney's fees and costs of suit.

8 27. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
10 amount known to Plaintiff once he has obtained all of his payroll records from
11 Defendants.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 28. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth herein.

18 29. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
19 to suffer or permit a California employee to work without paying wages at the minimum wage
20 rate for all hours worked as required by the applicable Industrial Welfare Commission
21 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
22 8, Section 11050, subdivision 4.

23 30. Pursuant to IWC Wage Order no. 4-2001 subdivision 2(K), at all relevant times, "hours
24 worked" included "the time during which an employee is subject to the control of an employer,
25 and includes all the time the employee is suffered or permitted to work, whether or not required
26 to do so..."

27 31. Moreover, Pursuant to California Industrial Welfare Commission Order no. 4-2001,
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1 Section 9(B), "When tools or equipment are required by the employer or are necessary to the
2 performance of a job, such tools and equipment shall be provided and maintained by the
3 employer, except that an employee whose wages are at least two (2) times the minimum wage
4 provided herein may be required to provide and maintain hand tools and equipment
5 customarily required by the trade or craft."

6 32. During his employment, Plaintiff was regularly required as a matter of uniform
7 policy and practice to provide and maintain hand tools and equipment customarily required by
8 the trade or craft and was paid less than two times the minimum wage rate by Defendants for
9 hours worked in violation of California Labor Code Section 1197 and the applicable California
10 Industrial Wage Commission wage order(s).

11 33. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
12 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
13 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
14 to believe that their acts or omissions were not contrary to California law.

15 34. For all hours worked by Plaintiff for which he was paid less than twice the minimum
16 wage rate by Defendants, Plaintiff is entitled to not less than two times the applicable
17 California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated
18 damages in an amount equal to unpaid minimum wages and interests thereon. Pursuant to
19 Labor Code Section 1194, Plaintiff is also entitled to attorney's fees, costs and interests
20 according to proof.

21 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME**

26 **(California Industrial Welfare Commission Order 4-2001, California Code of**
27 **Regulations Title 8 Section 11040, California Labor Code sections 510, 1194)**
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(Plaintiff against all named defendants and all DOE defendants)

36. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

37. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

38. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040.

39. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

40. Plaintiff worked more than twelve (12) hours in a single workday.

41. Plaintiff was entitled to the above overtime premiums.

42. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past eight (8) in a day.

43. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past forty (40) in a week.

44. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12) in a day.

45. Plaintiff worked at least one pay period in which he was not properly paid the correct

amount of overtime within the three (3) years prior to the initiation of this lawsuit.

46. Defendants know or should know the actual dates of overtime worked, the amount of overtime worked, and the amount of unpaid overtime due.

47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable attorney's fees and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named defendants and all DOE defendants)

49. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 48, inclusive, of this Complaint as though fully set forth herein.

50. Pursuant to California Labor Code Section 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, gross wages earned (regular and overtime hours), net wages earned, premium pay for missed meal and rest breaks, total hours worked by the employee, and all deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay

1 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
2 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
3 the 3-year period immediately preceding the date this lawsuit was filed.

4 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
5 sustained damages, including loss of earnings, in an amount to be established at trial. As a
6 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
7 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
8 and attorney's fees pursuant to statute.

9 54. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

14 **(California Labor Code Section 204)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

18 56. California Labor Code Section 204 establishes the fundamental right of all employees
19 in the State of California to be paid wages in a timely fashion for their work.

20 57. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
21 full amount of all owed wages when due as required by California Labor Code Section 204.

22 58. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
23 informed, believes, and thereon alleges, that all times relevant during the liability period,
24 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
25 including twice the minimum wage and the correct amount of overtime as well as premium pay
26 for missed meal and rest breaks, and business expense reimbursement.

27 59. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
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1 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
2 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
3 from Defendants' records or indirectly based on information from Defendants' records.

4 60. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

9 **(Plaintiff against all named Defendants and all DOE defendants)**

10 61. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

12 62. Pursuant to California Labor Code Section 201(a), an employer who discharges an
13 employee must immediately pay for all compensation due and owing.

14 63. Pursuant to California Labor Code Section 202, when an employee resigns, the
15 employer must pay all compensation due and owing within 72 hours of resignation, or on the
16 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

17 64. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
18 without abatement or reduction, any wages of an employee whose employment ends, the wages
19 of the employee shall continue as a penalty from the due date at the same rate until paid or until
20 an action is commenced; however, the wages shall not continue for more than 30 days for
21 failure to pay an employee owed wages.
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23 65. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
24 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.
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26 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
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1 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
2 preceding the filing of this lawsuit.

3 67. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
4 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
5 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 68. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.
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10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO GIVE REST BREAKS**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 69. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

15 70. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 16 a. Title 8 of the California Code of Regulations Sections 11040, which provides that
17 every employer shall authorize and permit all employees to take rest periods, which
18 insofar as practicable shall be in the middle of each work period. The authorized
19 rest period time shall be based on the total hours worked daily at the rate of ten (10)
20 minutes net rest time per four (4) hours or major fraction thereof;
21
22 b. Title 8 of the California Code of Regulations Sections 11040 (12)(B), which
23 provides that if an employer fails to provide an employee a rest period in
24 accordance with the applicable provisions of this order, the employer shall pay the
25 employee one (1) hour of pay at employee's regular rate of compensation for each
26 workday that the rest period is not provided;
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- 1 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
2 penalizes the employer \$50.00 for each initial violation, per employee, of any
3 provision of the Wage Order, and \$100.00 for each additional violation thereafter
4 per employee; and
- 5 d. California Labor Code section 226.7, which states that (a) no employer shall require
6 any employee to work during any rest period mandated by an applicable order of
7 the Industrial Welfare Commission, and (b) if an employer fails to provide an
8 employee a rest period in accordance with an applicable order of the Industrial
9 Welfare Commission, the employer shall pay the employee one (1) additional hour
10 of pay at employee's regular rate of compensation for each work day that the rest
11 period is not provided.
12

13 71. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
14 break after every four (4) hours of work or major fraction thereof, as required by California
15 law.
16

17 72. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
18 regulations, and wage orders alleged in this cause of action along with any allowable interest,
19 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
20 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
21

22 73. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
23 fees as well as interest under Labor Code section 218.6.
24

25 74. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.
28

EIGHTH CAUSE OF ACTION
FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

75. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 74, inclusive, of this Complaint as though fully set forth herein.

76. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11040, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11040, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as

1 codified under California Code of Regulations Section 11040 , which penalizes the
2 employer \$50.00 for each initial violation, per employee, of any provision of the
3 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

4 f. California Labor Code section 1171 and 1173, which have given the California
5 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
6 as enforceable law.

7
8 77. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
9 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
10 take a second relieved meal break after ten (10) hours of work, as required by California law.
11 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
12 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
13 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
14 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
15 duty. California Labor Code section 226.7 provides that employers may not require their
16 employees to work through their meal periods. California Labor Code section 226.7 and
17 California Code of Regulations section 11040 requires that if the employer fails to provide the
18 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
19 of pay for each work day that the meal period is not given.
20

21 78. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
22 regulations, and wage orders alleged in this cause of action along with any allowable interest,
23 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
24 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

25 79. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
26 fees as well as interest under Labor Code section 218.6.

27 80. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **NINTH CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
6 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
7 **1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802)**

8 **(Against All Named Defendants and all DOE Defendants)**

9 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

11 82. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
12 Defendants of the specific violations of the California Labor Code that Defendants
13 and DOE defendants have violated and continue to violate.

14 83. Pursuant to California Labor code section 2699.3, no response was received from the
15 LWDA within 65 days of the postmark date of the above-alleged letter.

16 84. Plaintiff therefore has exhausted all administrative remedies required of him under
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
18 cause of action and pursue penalties in a representative action for Defendants' violations of the
19 Labor Code.

20 85. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
21 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
22 departments, divisions, commissions, boards, agencies, or employees for violation of the code
23 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
24 on behalf of himself or herself and other current or former employees pursuant to the
25 procedures specified in California Labor Code section 2699.3.

26 86. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
27 violator and had one or more of the alleged violations committed against him, and therefore is
28

1 properly suited to represent the interests of other current and former hourly, non-exempt
2 employees who worked for ALL AMERICAN PROTECTIVE in the State of California during
3 the PAGA period.

4 87. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
5 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
6 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

7 88. Plaintiff therefore has exhausted all administrative remedies required of him under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
9 cause of action and pursue penalties in a representative action for Defendants' violations of the
10 Labor Code.

11 89. California Labor Code section 2699 et seq. imposes penalties upon culpable
12 Defendants for violating the Labor Code.

13 90. California Labor Code section 558 establishes a civil penalty as follows: Any
14 employer or other person action on behalf of an employer who violates, or causes to be
15 violated, a section of this chapter or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
17 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid ...;

21 91. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
22 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
23 seeking individual/victim specific relief or underpaid wages under this particular cause of
24 action.

25 92. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
26 the following:

27 93. Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
28

1 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
2 2802, via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4) violated
3 based on the facts alleged in this Complaint.

4 94. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
5 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
6 employees as alleged herein in an amount to be shown according to proof at trial and within the
7 jurisdictional limits of this Court.

8 **TENTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

10 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**

11 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 94, inclusive, of this Complaint as thought fully set forth herein.

13 96. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
14 employee for all necessary expenditures or losses incurred by the employee in direct
15 consequence of the discharge of his or her duties."

16 97. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
17 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
18 of completing his job duties, which were not reimbursed by Defendant. These expenses
19 include, but are not limited to, parts of his uniform (i.e., shoes).

20 98. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
21 and attorney's fees and costs, under Labor Code section 2802.

22 **ELEVENTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

24 **(California Business and Professions Code Section 17200)**

25 **(Plaintiff against All American Protective Services, Inc. and all DOE defendants)**

26 99. Plaintiff re-alleges and incorporates by reference each and every allegation in
27
28

1 paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

2 100. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
3 constitute unfair and unlawful business practices under California Business and Professions
4 Code Section 17200, et seq.

5 101. Defendants' violations of California labor laws constitutes a business practice because
6 it was done repeatedly over a significant period of time in a systematic manner that was
7 detrimental to Plaintiff and other aggrieved employees.

8 102. For the four years preceding the filing of this action, Plaintiff has suffered damages
9 and requests damages and/or restitution of all monies and profits to be disgorged from
10 Defendants in an amount according to proof at time of trial, but in excess of the
11 jurisdiction of this Court.

12 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
13 follows:

- 14 1. For damages to Plaintiff in an amount subject to proof at trial;
- 15 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
16 at trial;
- 17 3. For damages and penalties under Labor Code Section 203/204/210/226 for Plaintiff in
18 an amount subject to proof at trial;
- 19 4. For restitution and disgorgement for all unfair business practices by corporate
20 Defendant ALL AMERICAN PROTECTIVE SERVICES, INC. against Plaintiff in an
21 amount subject to proof at trial;
- 22 5. For an order enjoining Defendant ALL AMERICAN PROTECTIVE SERVICES, INC.
23 from further unfair and unlawful business practices in violation of Business and
24 Professions Code Sections 17200, et seq.;
- 25 6. For special and consequential damages to the extent allowed by law;
- 26 7. For maximum civil penalties available under the Labor Code and applicable Wage
27
28

Order against Defendants as described more particularly in the Complaint and representative PAGA claims;

8. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
11. For the imposition of civil penalties and/or statutory penalties;
12. For all interest as allowed by law;
13. For all costs and disbursements incurred in this suit;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and
15. For such other and further relief as this Court may deem proper.

DATED: July 17, 2024

MESSRELIAN LAW INC.

By



Harout Messrelian, Esq.

Attorneys for Plaintiff Donnell Logan

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: July 17, 2024

MESSRELIAN LAW INC.

By  _____
Harout Messrelia, Esq.
Attorneys for Plaintiff Donnell Logan