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10 Attorneys for Plaintiff
11 JOHN RUDY JONES JR.,
12 individually and on behalf of all others similarly situated

13 **IN THE OF SUPERIOR COURT CALIFORNIA**

14 **COUNTY OF SAN FRANCISCO**

15 JOHN RUDY JONES JR., individually and on
16 behalf of all others similarly situated,

17 Plaintiff(s),

18 v.

19 A1 PROTECTIVE SERVICES, INC.; and
20 DOES 1 through 100,

21 Defendant(s).

Case No.

COMPLAINT

CGC-24-616496

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay for All Overtime Worked
5. Wage Statement Penalties
6. Waiting Time Penalties
7. Violation of Unfair Competition Law
8. Private Attorneys General Act

22 **RELEVANT PARTIES**

- 23 1. Plaintiff JOHN RUDY JONES JR. ("Plaintiff") is an adult resident of Alameda County,
24 California, and was at all times relevant residing in Alameda County, California.
- 25 2. Defendant A1 PROTECTIVE SERVICES, INC. ("Defendant") is a California corporation
26 with its principal place of business located in San Francisco County, California. Defendant is
27 registered to and does conduct business in the State of California and is subject to the laws of the
28 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
they were acting within the course and scope of their employment.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
07/17/2024
Clerk of the Court
BY: LAURA SIMMONS
Deputy Clerk

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in San Francisco County because the acts and omissions that
11 give rise to Plaintiff’s claims took place in San Francisco County, and Defendants transact
12 substantial business in this County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in San Francisco County, California and Plaintiff suffered damages from
15 such conduct within San Francisco County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from 2/2/2020 to 5/20/2023.

19 8. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
20 regularly missed, late or short.

21 9. Also, Plaintiff was required to remain on call and on duty because it was absolutely
22 necessary for them to respond to their communication devices at all times.

23 10. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
24 for these missed breaks at Plaintiff’s regular rate of pay.

25 11. Additionally, Employer illegally rounded Plaintiff’s meal break punches, resulting in late or
26 short meal breaks that falsely appeared compliant. As a result of Employers’ illegal meal break
27 punch time rounding scheme, Plaintiff was not paid premium pay for these non-compliant meal
28 breaks, subjecting Employer to the civil penalties listed in Labor Code sections 558 and 2699.

1 12. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
2 required to remain on call, on duty and on premises.

3 13. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
4 for these missed breaks at Plaintiff's regular rate of pay.

5 14. Defendants failed to pay Plaintiff for all hours worked because Plaintiff had to start working
6 early to relieve another officer because the process to pass down the shift took approximately 5-10
7 minutes. Plaintiff had to stay past his clock out time to be relieved from his shift. The process
8 entailed debriefing and making sure employees had all of the information necessary to start their
9 shift and provide effective security work. Plaintiff was only paid based on his scheduled shift start
10 time and not his actual clock in times or actual time worked.

11 15. Employer failed to pay Plaintiff for all hours worked because it implemented an unlawful
12 time rounding policy. As a result of Employer's unlawful time rounding policy, Plaintiff was
13 generally paid for less time than they worked, subjecting Employer to the civil penalties listed in
14 Labor Code sections 1197.1 and 2699.

15 16. Defendants failed to pay Plaintiff all overtime owed because Plaintiff regularly worked in
16 excess of eight hours in a day and 40 hours in a workweek. Since Plaintiff was required to perform
17 work off the clock, it follows that this time was often overtime. Thus, Plaintiff was not paid all
18 overtime wages owed.

19 17. Defendants failed to provide Plaintiff with accurate wage statements because the wage
20 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
21 other things.

22 18. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
23 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
24 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

25 19. The applicable Wage Order provides that "[a]ll working employees shall be provided with
26 suitable seats when the nature of the work reasonably permits the use of seats." It further states that
27 "[w]hen employees are not engaged in the active duties of their employment and the nature of the
28 work requires standing, an adequate number of suitable seats shall be placed in reasonable

1 proximity to the work area and employees shall be permitted to use such seats when it does not
2 interfere with the performance of their duties.”

3 20. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
4 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the
5 Aggrieved Employees should have been provided with seats for use while not actively performing
6 their work duties, but such seating was not provided.

7 **PAGA ALLEGATIONS**

8 21. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
10 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures outlined in Labor Code section 2699.3.

13 22. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
14 under PAGA after the following requirement have been met:

15 23. The aggrieved employee has provided written notice by online filing to the LWDA and by
16 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations; and

19 24. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
21 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
22 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
24 to any other penalties to which the employee may be entitled.

25 25. On 4/10/24, Plaintiff provided written notice by online filing to the LWDA and by certified
26 mail to Defendants of specific provisions of the Labor Code alleged to have been violated by
27 Defendants, including the facts and theories to support the alleged violations.

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1 26. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 27. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to 4/10/24, through final
6 disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 28. Plaintiff incorporates by reference the paragraphs above.

11 29. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
12 employee for a work period of more than five hours per day without providing the employee with a
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 30. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

19 31. Not only must an employer affirmatively relieve its employees of all duty during their meal
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
21 (*Brinker*, supra).

22 32. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 33. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 34. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 35. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 36. Plaintiff incorporates by reference the paragraphs above.

7 37. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 38. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 39. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 40. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 41. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 42. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Pay for All Hours Worked**

24 **By Plaintiff Against All Defendants**

25 43. Plaintiff incorporates by reference the paragraphs above.

26 44. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
27 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
28 40 hours in a workweek.

1 45. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

2 46. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
3 penalties, attorney fees, and costs.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay All Overtime Owed**

6 **By Plaintiff Against All Defendants**

7 47. Plaintiff incorporates by reference the paragraphs above.

8 48. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee.”

12 49. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

13 50. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
14 interest, penalties, attorney fees, and costs.

15 **FIFTH CAUSE OF ACTION**

16 **Wage Statement Penalties**

17 **By Plaintiff Against All Defendants**

18 51. Plaintiff incorporates by reference the paragraphs above.

19 52. Labor Code section 226(a) requires employers to provide itemized wage statements to its
20 employees that identify accurate information regarding their compensation. Defendants, as a matter
21 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
22 statements to Plaintiff in violation of Labor Code section 226(a).

23 53. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
24 and incomplete.

25 54. Defendants knowingly and intentionally issued wage statements that were inaccurate and
26 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
27 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

28 ///

1 55. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **SIXTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 56. Plaintiff incorporates by reference the paragraphs above.

7 57. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 58. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 59. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 60. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **SEVENTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 61. Plaintiff incorporates by reference the paragraphs above.

22 62. Defendants' conduct described herein constitutes unfair competition.

23 63. Specifically, Defendants have gained an unfair advantage over other similarly situated
24 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
25 owed.

26 64. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 65. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 66. Plaintiff incorporates by reference the paragraphs above.

5 67. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 68. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 69. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 70. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 71. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 72. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 73. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 74. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 75. With respect to violations of Labor Code section 1198 and the relevant wage order for
27 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
28 Labor Code section 2699 apply.

76. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1ST Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

2ND Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

3RD Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest
4. Attorneys' fees
5. Costs
6. Other relief the court deems proper

4TH Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
2. Interest
3. Attorneys' fees
4. Costs

1 5. Other relief the court deems proper

2 5TH Cause of Action

3 1. Penalties pursuant to Labor Code section 226

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 6TH Cause of Action

8 1. Penalties pursuant to Labor Code section 203

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12 7TH Cause of Action

13 1. Restitution of all wrongfully withheld wages

14 2. Attorneys' fees

15 3. Costs

16 4. Other relief the court deems proper

17 8TH Cause of Action

18 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

19 2. Attorneys' fees

20 3. Costs

21 4. Other relief the court deems proper

22
23 DATED: July 17, 2024

FRONTIER LAW CENTER

24 /s/ Daniel Ginzburg

Daniel Ginzburg

25
26 Attorneys for Plaintiff
27 JOHN RUDY JONES JR.,
28 individually and on behalf of all others
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