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

RAUL FLORES, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

CONTEMPORARY SERVICES
CORPORATION, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV14955

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Raul Flores (“Plaintiff”), on behalf of himself and all other aggrieved employees,
2 hereby brings this Representative Action Complaint against Defendants Contemporary Services
3 Corporation, a California corporation; and DOES 1 to 100, inclusive (collectively “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by providing crowd management and event security
28 services, and employed Plaintiff and other similarly-situated hourly non-exempt employees

1 within the County of Los Angeles and, therefore, were (and are) doing business in the County of
2 Los Angeles and the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 17).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
13 Employees (as defined in Paragraph 17) to be subject to the unlawful employment practices,
14 wrongs, injuries, and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 17).

18 9. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one
21 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 10. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 17).

REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants provide crowd management, security, and other related services to various events and venues. Plaintiff began working for Defendants as a non-exempt employee in the position of “Security Officer” (or other similarly-titled position) in approximately December 2021.

12. During Plaintiff’s employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, adjusting of time entries, or otherwise. Defendants’ timekeeping policies/practices were not evenhanded and resulted in Plaintiff and other non-exempt employees not being compensated for all hours worked. Further, on occasions when Plaintiff and other aggrieved employees worked over eight hours in a workday and/or forty hours in a workweek, Defendants’ timekeeping policies/practices deprived Plaintiff and other aggrieved employees of additional overtime wages earned. Due to Defendants’ timekeeping policies/practices that failed to compensate for all hours worked, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

13. Defendants also failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Defendants failed to provide Plaintiff and other non-exempt employees with second meal periods on shifts over 10.0 hours. During at least a portion of the relevant time period, Defendants did not require Plaintiff and other non-exempt employees to record their meal periods. Instead, upon information and belief, Defendants automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee took a full 30-minute compliant meal period. On those occasions when Plaintiff and other aggrieved employees were not provided with all legally-required and compliant meal

1 periods to which they were entitled, Defendants failed to compensate Plaintiff and other
2 aggrieved employees with the required meal period premium for each workday in which they
3 experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and
4 belief, during at least a portion of the relevant time period, Defendants maintained no payroll
5 code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the
6 event a legally compliant meal period was not provided to their non-exempt employees.

7 14. Defendants also failed to authorize and permit all required rest periods for
8 Plaintiff and other non-exempt employees. Specifically, Defendants often failed to authorize and
9 permit a net 10-minute rest period for every four hours worked or major fraction thereof.
10 Additionally, Defendants failed to authorize and permit a full ten minutes of “net rest” in an area
11 appropriate for rest away from the workstation during rest periods. Despite failing to authorize
12 and permit Plaintiff and other non-exempt employees to take all rest periods to which they were
13 entitled, upon information and belief, during at least a portion of the relevant time period,
14 Defendants maintained no mechanism for the payment of rest period premium payments as
15 required by Labor Code § 226.7 and did not pay Plaintiff or other non-exempt employees any
16 rest period premiums. Additionally, upon information and belief, Defendants required Plaintiff
17 and other non-exempt employees to “sign out” for rest periods, which suggests that there should
18 be records of all rest periods provided to and taken by aggrieved employees.
19

20 15. Defendants also failed to adequately reimburse Plaintiff and other aggrieved
21 employees for all reasonable and necessary work expenditures, including, but not limited to, use
22 of personal cellular phones. Despite requiring Plaintiff and other aggrieved employees to use
23 their cell phones for work, Defendants did not adequately reimburse Plaintiff and other aggrieved
24 employees for their cellular phone expenses, even though they used their personal cellular
25 phones for business purposes.

26 16. As a result of Defendants’ failure to compensate Plaintiff and other non-exempt
27 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
28 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,

1 itemized wage statements.

2 17. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved
3 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
4 violations discussed herein.

5 **FIRST CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **(AGAINST ALL DEFENDANTS)**

8 18. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
9 fully set forth herein.

10 19. Defendants have committed several Labor Code violations against Plaintiff and
11 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
12 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
13 representative action against Defendants to recover the civil penalties due to Plaintiff, other
14 aggrieved employees, and the State of California according to proof, including, but not limited
15 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
16 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
17 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
18 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
19 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
20 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
21 initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
22 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
23 subsequent violation per employee per pay period for those violations of the Labor Code for
24 which no civil penalty is specifically provided, based on the following Labor Code violations:

25 a. Failing to pay minimum wages for all hours worked to Plaintiff and other
26 aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and
27 1197;

28 b. Failing to pay Plaintiff and other aggrieved employees all earned overtime

- 1 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 2 c. Failing to provide all legally required meal periods, or to pay premium pay in lieu
- 3 thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in
- 4 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 5 d. Failing to authorize and permit all legally required rest periods, or to pay premium
- 6 pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate
- 7 of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 8 e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary
- 9 expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- 10 f. Failing to timely pay all final wages due to other aggrieved employees in violation
- 11 of Labor Code §§ 201, 202, and 203;
- 12 g. Failing to furnish Plaintiff and other aggrieved employees with complete,
- 13 accurate, itemized wage statements in violation of Labor Code § 226;
- 14 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
- 15 twice during each calendar month in violation of Labor Code § 204; and
- 16 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
- 17 employees in violation of Labor Code §§ 1174 and 1198.

18 20. On or about April 9, 2024, Plaintiff notified Defendant Contemporary Services

19 Corporation, via certified mail, and the California Labor and Workforce Development Agency

20 (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s

21 intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect

22 to violations of the California Labor Code identified in Paragraph 19 (a)-(i). Now that sixty-five

23 days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted

24 his administrative requirements for bringing a claim under the Private Attorneys General Act with

25 respect to these violations.

26 21. Plaintiff was compelled to retain the services of counsel to file this court action to

27 protect his interests and the interests of other aggrieved employees, and to assess and collect the

28 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which

he is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 19 (a)-(i);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: June 14, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



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