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FILED
 Superior Court of California
 County of Los Angeles

08/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Osollo Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

EDUARD CACERES, an individual,

Plaintiffs,

vs.

UNIVERSAL SERVICES OF AMERICA, LP, a
 limited partnership; UNIVERSAL PROTECTION
 SERVICE, LP, a California limited partnership, and
 DOES 1 through 20, inclusive,

Defendants.

Case No.: 24STCV13711

INDIVIDUAL AND REPRESENTATIVE
 ACTION

**FIRST AMENDED COMPLAINT FOR
 DAMAGES:**

- 1. FAILURE TO PAY ALL REGULAR & MINIMUM WAGES EARNED** (*Cal. Lab. Code §§ 510, 1194, 1194.2, & 1198*)
- 2. FAILURE TO PAY ALL OVERTIME WAGES EARNED** (*Lab. Code §§ 510, 1194, & 1198*)
- 3. FAILURE TO PROVIDE MEAL PERIODS** (*Lab. Code §§ 226.7 & 512*)
- 4. FAILURE TO PROVIDE REST PERIODS** (*Lab. Code §§ 226.7 & 512*)
- 5. FAILURE TO PAY ALL WAGES UPON DISCHARGE, WAITING TIME PENALTIES** (*Lab. Code §§ 201, 202, & 203*)
- 6. FAILURE TO PROVIDE PAID SICK LEAVE** (*Lab. Code §§ 246, 246.5, 248.5*)
- 7. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS** (*Lab. Code § 226*)
- 8. FAILURE TO KEEP ACCURATE PAYROLL RECORDS** (*Lab. Code §§ 1174 & 1174.5*)
- 9. DISABILITY DISCRIMINATION** (*Gov. Code § 12940(a)*)
- 10. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT OR RETALIATION** (*Gov. Code § 12940(m)*)
- 11. FAILURE TO ACCOMMODATE** (*Gov. Code § 12940(m)*)
- 12. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS** (*Gov. Code § 12940(n)*)
- 13. CIVIL PENALTIES PURSUANT TO P.A.G.A.** (*Cal. Lab. Code § 2699, et seq.*)

COMES NOW Plaintiff, EDUARD CACERES, an individual, who alleges, avers, and claims follow against Defendants UNIVERSAL SERVICES OF AMERICA, LP, a California limited partnership; UNIVERSAL PROTECTION SERVICE, LP, a California limited partnership, and DOES 1 through 20, inclusive, as follows:

PARTIES

1. Plaintiff, EDUARD CACERES (hereinafter “Caceres” or “Plaintiff” interchangeably) is an individual and at all times material herein was and is a resident of the City of Los Angeles, in the County of Los Angeles, California and was employed by UNIVERSAL SERVICES OF AMERICA, LP, and UNIVERSAL PROTECTION SERVICE, LP, from August 2022 to January 30, 2024, as a security guard / patrolman at various locations in and around the City of Los Angeles

2. Defendant UNIVERSAL SERVICES OF AMERICA, LP, (hereinafter “USA LP”) a California limited partnership, is a private security company which operates and provides security services to businesses throughout North America, including, Los Angeles County with a California Secretary of State LP File No. 200935800009.

3. Defendant UNIVERSAL PROTECTION SERVICE, LP, (hereinafter “UPS LP”) a California limited partnership, is a private security company which operates and provides security services to businesses throughout Los Angeles County with a California Secretary of State LP File No. 200936200936500002. (UPS LP and USA LP are hereinafter collectively referred to as “Defendants.”)

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over each of the Defendants because they are residents of and/or doing business in the State of California.

5. Under California Code of Civil Procedure Section 395(a), venue is proper in this county because the Defendants reside and/or do business in California.

6. Plaintiff has exhausted all administrative requirements for proceeding with claims under the Fair Employment and Housing Act (“FEHA”), codified at California Government Code, Section 12960, et seq., by timely filing an administrative complaint with the California Department of Fair Employment and Housing (“DFEH”) and receiving a Right-to-Sue letter. Plaintiff immediately received a Notice of Case Closure and Right-to-Sue letter dated May 31, 2024. A true and correct copy of

1 Plaintiff's Right-to-Sue letter and DFEH complaint are attached hereto as **Exhibit A** and fully
2 incorporated herein by reference.

3 7. On or about May 23, 2024, Plaintiff sent a letter by Certified Mail to Defendants
4 Affordable Security and LA Security, giving notice of Defendants' Labor Code and Wage Order
5 violations, as alleged herein. A copy of said letter was also submitted on the same date to the California
6 Labor and Workplace Development Agency ("LWDA"), via the online filing system to exhaust the
7 administrative requirements for proceeding with civil penalties under the Private Attorney General Act
8 ("PAGA"), Labor Code Section 2698 et seq. A true and correct copy of the May 24, 2024, letter to the
9 LWDA is attached hereto as **Exhibit B** and fully incorporated herein by reference.

10 8. Plaintiff afforded LWDA the opportunity to consider and decline to prosecute Plaintiff's
11 notice of Defendants' Labor Code violations, after notice of Plaintiff's intent to prosecute a private
12 enforcement action for civil penalties under PAGA cause of action against Defendants, pursuant to
13 California Labor Code section 2699.3, subdivision (a)(2)(A).

14 9. The amount in controversy in this matter exceeds the sum of Thirty-Five Thousand
15 Dollars (\$35,000.00), exclusive of interest, costs, and fees.

16 **GENERAL ALLEGATIONS**

17 *Allegations Pertaining to Wage and Hour Claims*

18 10. Plaintiff began working for Defendants in August of 2022 as a Security Professional and
19 continued working through January 2024. Plaintiff started with an hourly rate of \$18.50 and ended with
20 an hourly rate of \$22.00. Throughout Plaintiff's employment with Defendants, he was subjected to
21 various Labor Code violations.

22 11. Plaintiff regularly worked overtime but was not compensated with overtime rates of pay
23 as required by the Labor Code. Specifically, Defendants did not correctly calculate the number hours
24 that were required to be paid at the overtime rate of pay. Many overtime hours were paid at Plaintiff's
25 regular hourly rate.

26 12. In addition, Defendants employed a pattern of practice of requiring employees, including
27 Plaintiff, to clock out for meal breaks regardless of whether or not the employee was able to take a code
28 complaint meal break. The net effect for Plaintiff, and Defendants other employees, was that he was

1 required to continue working although he was clocked out, resulting in a failure to compensate Plaintiff
2 for that time spent working because he was required to clock out for lunch even when not able to take
3 lunch, and also not receiving one hour of premium pay for having not received the code compliant meal
4 break to which he was entitled.

5 13. Indeed, Defendants own policies concede that its employees will regularly miss breaks
6 but in order to make up for that, Defendants' employees need not clock out for lunch and can have a
7 paid lunch. However, even under this policy and practice, Defendants did not provide all required meal
8 breaks and did not pay one hour of premium pay for breaks missed. Defendants employed a system
9 wherein it would prompt its employees to clock out for meal breaks in accordance with the Labor Code
10 but not actually provide the meal break or ensure Plaintiff and aggrieved employees were able to take a
11 meal break. Defendants also regularly failed to provide Plaintiff and its aggrieved employees with code
12 compliant rest breaks. Defendants either did not provide them or did not provide them in accordance
13 with the time requirements set forth in the Labor Code.

14 14. The reality is that Defendants placed Plaintiff and aggrieved employees at various posts
15 around the city where they were often without anyone to relieve them of their duties so they would be
16 able to take a meal or rest break. Defendants' meal and rest break policy admits this reality.

17 15. Defendants also did not compensate Plaintiff and other aggrieved employees with all
18 required sick pay for days they were unable to work due to their own health or the health of a loved one.

19 16. Defendants also failed to provide Plaintiff and their aggrieved employees with accurate
20 wage statements. The wage statements provided or made accessible failed to properly reflect the actual
21 number of hours worked and actual income earned as a result of Defendants failure to pay all overtime
22 wages and meal break practices.

23 17. Lastly, due to these illegal employment practices, Defendants willfully failed to pay
24 Plaintiff and their aggrieved employees who no longer work for Defendants all wages due and owing at
25 the time of discharge.

26 *Allegations Pertaining to F.E.H.A. Claims*

27 18. During his employment with Defendants, Plaintiff sustained several injuries. The most
28 recent of which was a diagnosis of sciatica that was determined to have been caused by security gear

1 and equipment that was did not properly fit Plaintiff. Although Plaintiff complained to his supervisors
2 about the poorly fitting equipment, his complaints fell on deaf ears.

3 19. Plaintiff first felt discomfort around January 13, 2024 due to an oversized duty belt and
4 bullet proof vest. Plaintiff needed extra small sizes for each but Defendants did not have Plaintiff's size,
5 did not order Plaintiff's size, and did not care that the equipment provided did not fit Plaintiff, and was
6 causing Plaintiff pain and discomfort.

7 20. Plaintiff was informed that nothing could be done to remedy the problems caused by the
8 ill-fitted equipment, thus, that he could not be accommodated. Defendants did not engage in any
9 discussion with Plaintiff to determine whether there was another position or accommodation that could
10 be given that would resolve the issue. Therefore, Plaintiff was forced to resign on or about January 26,
11 2024, as a result of his injury and Defendants' refusal to provide a reasonable accommodation or make
12 good faith efforts to try to find same.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY ALL REGULAR AND MINIMUM WAGES EARNED**

15 **[PLAINTIFFS AGAINST A1 HD TOWING, LLC; JOSE FRANCISCO PINEDA, JR.; JOSE F. PINEDA]**

16 (Labor Code §§ 510, 1194, 1194.2, 1198, Wage Order 9-2001, §3(A))

17 21. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 20,
18 inclusive, as though fully set forth herein.

19 22. At all times relevant to this Complaint, the California Wage Orders and California Code
20 of Regulations were in effect and binding on Defendants. In addition, at all times material herein,
21 Plaintiff was under the protection of California Wage Order and California Code of Regulations
22 requirements.

23 23. Plaintiff was at all times material employed by Defendants. However, during this time
24 Defendants failed to pay Plaintiff for all overtime hours worked in accordance with applicable Labor
25 Code and Wage Order provisions. Specifically, Plaintiff worked certain overtime hours without any
26 payment at all, inclusive of minimum wage, including but not limited to unpaid work hours for time
27 deducted for meal breaks not actually provided to Plaintiff.

28 24. As a result, Defendants are liable to Plaintiff for the liquidated damages plus interest

pursuant to Labor Code § 1194.2, in an amount according to proof at trial. Individual defendants acting on behalf of A1 who violated, or caused to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, are liable as the employer for such violation pursuant to Labor Code § 558.1.

25. Defendants are also liable for attorney's fees, interest, and costs of suit, pursuant to Labor Code § and 1194.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES EARNED

[PLAINTIFF AGAINST ALL DEFENDANTS]

(Labor Code §§ 510, 1194, 1198, Wage Order 4-2001 and 16-2001, §3(A))

26. Plaintiff incorporates by reference and realleges paragraphs 1 through 25, inclusive, as though set forth fully herein.

27. Plaintiff worked in California and/or under California law.

28. At all times relevant herein, California Labor Code §510 and IWC Wage Order 4-2001 and 16-2001 required employers, like Defendants, to pay non-exempt employees overtime premium(s) for hours worked in excess of 8 (or in excess of 12) in a given workday, 40 in a given workweek, or on the seventh day worked in a single workweek. Pursuant to California Labor Code §1198, it is unlawful to employ persons for hours longer than the hours set by the Industrial Welfare Commission ("IWC"), or under conditions prohibited by the applicable wage orders of the IWC.

29. Plaintiff was a non-exempt employee entitled to be paid overtime compensation for all overtime hours worked. Plaintiff regularly worked an average of 12-15 hours a day but worked up to 22 hours in one day but was only paid at his regular rate for all time worked.

30. Plaintiff worked in excess of eight hours per day and in excess of 40 hours per week, and Defendants unlawfully failed to pay the proper overtime compensation required in violation of IWC Wage Order Nos. 4 and 16, and the California Labor Code §§ 510 and 1198, throughout the Period and continuing to the present. Pursuant to California Labor Code § 1194, Plaintiff is entitled to recover the unpaid overtime compensation.

31. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendants in an amount to be established at trial, plus interest, attorneys' fees and costs pursuant to Labor Code § 1194. Individual Defendants are individually liable, pursuant to Labor Code § 558.1.

32. Defendants' failure to pay overtime was done willfully, in bad faith, in knowing violation of the California Labor Code and IWC Wage Order 4-2001 and 16-2001, and with malice.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

[PLAINTIFF AGAINST ALL DEFENDANTS]

(Labor Code §§ 226.7 and 512, Wage Order 4-2001 and 16-2001, §3(A))

33. Plaintiff incorporates by reference and realleges paragraphs 1 through 32, inclusive, as though set forth fully herein.

34. As alleged herein, Defendants have maintained a policy and/or practice whereby Plaintiff was denied meal breaks required by California law. Specifically, Defendants have systematically failed and/or refused to provide Plaintiff with uninterrupted, off-duty meal break of at least 30 consecutive minutes in duration, as guaranteed to them as employees under California Labor Code sections 226.7 and 512, and Wage Order 4-2001 and 16-2001.

35. Wage Order 4-2001 and 16-2001 require an employer to pay an employee an additional hour of compensation for every shift that a mandated meal period is not provided. California Labor Code § 226.7, subdivision (b), likewise requires an employer to pay an employee an additional hour of compensation for every shift that a meal period required by the California Wage Orders is not provided.

36. At all times relevant herein, Defendants have failed and/or refused to provide Plaintiff with the additional compensation for missed, late, or interrupted meal periods required by California Labor Code section 226.7 and Wage Order 4-2001 and 16-2001. Individual Defendants are individually liable, pursuant to Labor Code § 558.1.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

4 (Labor Code §§ 226.7 and 512, IWC Wage Order 4-2001 and 16-2001, §11)

5 37. Plaintiff incorporates by reference and realleges paragraphs 1 through 36, inclusive, as
6 though set forth fully herein.

7 38. As alleged herein, Defendants have maintained a policy and/or practice whereby Plaintiff
8 was denied rest breaks required by California law. Specifically, Defendants have systematically failed
9 and/or refused to provide Plaintiff with all uninterrupted, off-duty rest breaks of at least 10 consecutive
10 minutes in duration, as guaranteed to him as an employee under California Labor Code sections 226.7
11 and 512, and Wage Order 4-2001 and 16-2001.

12 39. Wage Order 4-2001 and 16-2001, require an employer to pay an employee an additional
13 hour of compensation for every shift in which said employee was not authorized or permitted to take a
14 mandated rest period. California Labor Code section 226.7, subdivision (b), likewise requires an
15 employer to pay an employee an additional hour of compensation for every shift that a rest period
16 mandated by the California Wage Orders is not provided.

17 40. At all times relevant herein, Defendants have failed and/or refused to provide Plaintiff
18 with a premium hour of pay for each missed, late, or interrupted rest periods, pursuant to California
19 Labor Code section 226.7 and Wage Order 4-2001 and 16-2001. Individual Defendants are individually
20 liable, pursuant to Labor Code § 558.1.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PAY ALL WAGES UPON DISCHARGE, WAITING TIME PENALTIES**

23 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

24 (Labor Code § 203, IWC Wage Order 4-2001 and 16-2001 §3(A))

25 41. Plaintiff incorporates by reference and realleges paragraphs 1 through 40, inclusive, as
26 though set forth fully herein.

27 42. Sections 201 and 202 of the California Labor Code require employers to promptly pay
28 all wages owing to an employee at the conclusion of employment.

1 section 248.5, covered employees are entitled to up to 80 hours of COVID-19 related sick leave from
2 January 1, 2021, through September 30, 2021, immediately upon an oral or written request to their
3 employer, not to exceed five hundred and eleven dollars (\$511) per day and five thousand one hundred
4 and ten dollars (\$5,110) in total for 2021 COVID-19 Supplemental Paid Sick Leave.

5 50. An employer shall provide payment for sick leave taken by an employee no later than the
6 payday for the next regular payroll period after the sick leave was taken. Labor Code § 246(n).

7 51. If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld
8 from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater,
9 but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the
10 administrative penalty. Labor Code § 248.5(b)(2).

11 52. During, Plaintiff's employment, Plaintiff called out from work several times due to his
12 own illness and/or injury, or that of a loved one. Defendants failed to pay Plaintiff in accordance with
13 California law for days missed from work on account of being unwell or caring for a loved one who was
14 unwell, in violation of Labor Code §§ 248 and 248.2.

15 53. Defendants also failed to pay Plaintiff for days missed from work on account of being
16 sick in violation of Labor Code §§ 246, 246.5 and 248.5.

17 54. Plaintiff seeks to recover civil penalties, equitable, injunctive, and restitutionary relief,
18 as well as prejudgment interest, reasonable attorney's fees and costs pursuant to Labor Code § 248.5(e)
19 and (f). Individual Defendants are individually liable, pursuant to Labor Code § 558.1.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

22 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

23 (Labor Code §§ 226 and IWC Wage Order 4-2001 and 16-2001, §7(B))

24 55. Plaintiff incorporates by reference and realleges paragraphs 1 through 54, inclusive, as
25 though set forth fully herein.

26 56. Labor Code § 226(a) requires Defendants, at the time of each payment of wages, to
27 provide each employee with an accurate wages statement itemizing among other things, the total hours
28 worked by the employee, the applicable hourly rate, the gross and net wages earned by the employee in

1 the pay period, and the name and address of the legal entity that is the employer.

2 57. Defendants failed to keep accurate time of Plaintiff's work hours and failed to pay all
3 wages earned. As a result, Plaintiff's wage statements are inaccurate. Defendants have knowingly and
4 intentionally failed to comply with Labors Code section 226(a).

5 58. By failing to keep adequate records, as required by Labor Code section 226, Defendants
6 have injured Plaintiff and made it costlier to calculate the unpaid wages due to Plaintiff and not
7 compensated by Defendants (including wages, interest, and penalties therein).

8 59. Plaintiff seeks to recovery penalties by Labor Code section 226(e) and 226.3 for the wage
9 statement violations committed by Defendants, and reasonable attorney's fees.

10 **EIGHTH CAUSE OF ACTION**

11 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**

12 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

13 (Labor Code §1174, 1174.5 and IWC Wage Order 4-2001 and 16-2001, §7(A))

14 60. Plaintiff incorporates by reference and realleges paragraphs 1 through 59, inclusive, as
15 though set forth fully herein.

16 61. In relevant part, Labor Code § 1174(d) requires employers to keep payroll records
17 showing the hours worked daily by and the wages paid to employees. Likewise, the relevant Wage
18 Orders require employers to keep accurate records for each employee in regards to total wages paid each
19 payroll period, total hours worked in the pay period and applicable rates of pay, as well as time records
20 showing when employees begin and end each work period, including meal periods, split shift intervals,
21 and total daily hours.

22 62. Defendants violated Labor Code § 1174 (d), Wage Order 4-2001 and 16-2001, § 7(A),
23 by knowingly, intentionally, and willfully failing to keep accurately payroll records showing the actual
24 hours worked and income earned each day by Plaintiff.

25 63. As a result of Defendants' failure to maintain accurate payroll records, Plaintiff has
26 suffered actual economic harm as they have been precluded from accurately monitoring their number of
27 hours worked and thus hindered in seeking all wages owed, including wages for all hours worked.

28 64. As a result of Defendants' unlawful acts, Defendants are subject to penalties, attorneys'

1 fees and costs, pursuant to Labor Code § 1174.5, and IWC Wage Order 4-2001 and 16-2001 §20(A).

2 **NINTH CAUSE OF ACTION**

3 **DISABILITY DISCRIMINATION**

4 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

5 (Gov. Code § 12940(a))

6 65. Plaintiff incorporates by reference and realleges paragraphs 1 through 64, inclusive, as
7 though set forth fully herein.

8 66. At all times material herein, Defendants were required to comply with the obligations
9 imposed by California Fair employment and Housing Act ("FEHA") and Plaintiff was an employee
10 protected by the FEHA.

11 67. The FEHA prohibits "an employer, because of ... physical disability, ... to discharge the
12 person from employment ..., or to discriminate against the person in compensation or in terms,
13 conditions, or privileges of employment." Government Code § 12940(a).

14 68. Defendants, through their course of conduct, discriminated against Plaintiff in
15 compensation or in terms, conditions, or privileges of employment, because he was an individual with
16 a known or perceived medical condition after disclosing to Defendants of January 2024 work place
17 injury, in violation of Government Code § 12940(a).

18 69. Defendants' failure to resume Plaintiff's employment and termination of the same after
19 Plaintiff's attempt to return to work and seek reasonable accommodations following recovery from his
20 work place injury, discriminated against Plaintiff in the conditions, and/or privileges of his employment
21 with Defendants.

22 70. As a proximate result of the aforementioned adverse employment actions by Defendants
23 against Plaintiff, Plaintiff has sustained and will continue to sustain substantial losses in earnings and
24 other employment benefits in an amount according to proof at trial.

25 71. As a proximate result of the aforementioned adverse employment actions by Defendants
26 against Plaintiff, Defendants have altered the terms, conditions and/or privileges of Plaintiff's
27 employment.

28 72. As a proximate result of Defendants' discriminatory termination of Plaintiff's

1 employment, Plaintiff has suffered humiliation, emotional distress, and mental and physical pain and
2 anguish, all to Plaintiff's damage in an amount according to proof at trial.

3 73. Defendants committed the acts alleged herein maliciously, fraudulently, oppressively,
4 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive
5 amounting to malice.

6 74. Alternatively, Defendants' despicable conduct was carried out in conscious disregard of
7 Plaintiff's rights. As a result of Defendants' conduct, Plaintiff is entitled to recover punitive damages in
8 an amount commensurate with Defendants' wealth.

9 75. Plaintiff has also incurred and continues to incur attorneys' fees and legal expenses in an
10 amount according to proof at the time of trial.

11 **TENTH CAUSE OF ACTION**

12 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT OR RETALIATION**

13 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

14 (Government Code § 12940(k))

15 76. Plaintiff incorporates by reference and realleges paragraphs 1 through 75, inclusive, as
16 though set forth fully herein.

17 77. At all times material herein, Defendants were required to comply with the obligations
18 imposed by California Fair Employment and Housing Act ("FEHA") and Plaintiff was an employee of
19 Defendants protected by the FEHA.

20 78. The FEHA prohibits "an employer, labor organization, employment agency,
21 apprenticeship training program, or any training program leading to employment, to fail to take all
22 reasonable steps necessary to prevent discrimination and harassment from occurring." Government
23 Code § 12940(k).

24 79. Defendants failed to take all reasonable steps to prevent disability discrimination against
25 Plaintiff by allowing Plaintiff's supervisors to execute supervisory duties without oversight. Defendants
26 also failed to prevent Plaintiff's supervisors from retaliating against Plaintiff, and from harassing
27 Plaintiff. Defendants knew or should have known Plaintiff had taken time off as a result of his work
28 place injury.

80. Plaintiff was harmed by Defendants' failure to prevent the discrimination, harassment, and retaliation, causing Plaintiff to lose income, as well as suffer from embarrassment, shame, humiliation, stress, anxiety, and emotional distress.

81. Defendants failed to take reasonable steps to prevent the discrimination, harassment, and retaliation that was a substantial factor in causing Plaintiff's harm.

82. As a proximate result of the aforementioned adverse employment actions by Defendants against Plaintiff, Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at trial.

83. As a proximate result of Defendants' wrongful termination of Plaintiff's employment, Plaintiff has suffered humiliation, emotional distress, and mental and physical pain and anguish, all to Plaintiff's damage in an amount according to proof at trial.

84. Defendants committed the acts alleged herein maliciously, fraudulently, oppressively, and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice.

85. Alternatively, Defendants' despicable conduct was carried out in conscious disregard of Plaintiff's rights. As a result of Defendants' conduct, Plaintiff is entitled to recover punitive damages in an amount commensurate with Defendants' wealth.

86. Plaintiff also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

ELEVENTH CAUSE OF ACTION

FAILURE TO ACCOMMODATE

[PLAINTIFF AGAINST ALL DEFENDANTS]

(Government Code § 12940(m))

87. Plaintiff incorporates by reference and realleges paragraphs 1 through 86, inclusive, as though set forth fully herein.

88. At all times material herein, Defendants were required to comply with the obligations imposed by FEHA and Plaintiff was an employee protected by the FEHA.

89. The FEHA prohibits “an employer or other entity covered by this part to fail to make

1 reasonable accommodations for the known physical or mental disability of an applicant or employee.”
2 Government Code §12940(m).

3 90. Defendants, and each of them, through their course of conduct, denied Plaintiff a
4 reasonable accommodation in failing to reinstate Plaintiff to his former position upon his return from
5 medical leave for three weeks before terminating his employment, despite having recovered from his
6 injury and his ability to resume his previous responsibilities.

7 91. Defendants would not have been placed under any undue hardship had they provided
8 Plaintiff various accommodations that would have allowed him to perform his duties safely and without
9 pain or suffering.

10 92. As a proximate result of the aforementioned adverse employment actions by Defendants
11 against Plaintiff, he has suffered and continues to sustain substantial losses in earnings and other
12 employment benefits in an amount according to proof at trial.

13 93. Defendants committed the acts alleged herein maliciously, fraudulently, oppressively,
14 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive
15 amounting to malice.

16 94. Alternatively, Defendants’ despicable conduct was carried out in conscious disregard of
17 Plaintiff’s rights. As a result of Defendants’ conduct, Plaintiff is entitled to recover punitive damages in
18 an amount commensurate with Defendants’ wealth.

19 95. Plaintiff has also incurred and continues to incur attorneys’ fees and legal expenses in an
20 amount according to proof at the time of trial.

21 **TWELFTH CAUSE OF ACTION**

22 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

23 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

24 (Government Code § 12940(n))

25 96. Plaintiff incorporates by reference and realleges paragraphs 1 through 95, inclusive, as
26 though set forth fully herein.

27 97. At all times material herein, Defendants were required to comply with the obligations
28 imposed by FEHA and Plaintiff was an employee protected by the FEHA.

1 98. The FEHA prohibits “an employer ... to fail to engage in a timely, good faith, interactive
2 process with the employee or applicant to determine effective reasonable accommodations, if any, in
3 response to a request for reasonable accommodation by an employee or applicant with a known physical
4 ... disability” Government Code § 12940(n).

5 99. Defendants, and each of them, failed to engage in good faith in a prompt, ongoing,
6 interactive consultation regarding reasonable accommodation of Plaintiff’s disabilities in violation of
7 Section 12940(n) of the Government Code.

8 100. As a proximate result of the aforementioned adverse employment actions by Defendants
9 against Mr. Caceres, Mr. Caceres sustained and will continue to sustain substantial losses in earnings
10 and other employment benefits in an amount according to proof at trial.

11 101. As a proximate result of Defendants’ failure to accommodate Plaintiff’s injuries, Plaintiff
12 has suffered humiliation, emotional distress, and mental and physical pain and anguish, all to Plaintiff’s
13 damage, in an amount according to proof at trial.

14 102. Defendants committed the acts alleged herein maliciously, fraudulently, oppressively,
15 and with the wrongful intention of injuring Mr. Caceres, and acted with an improper and evil motive
16 amounting to malice. Alternatively, Defendants’ despicable conduct was carried out in conscious
17 disregard of Mr. Caceres’ rights. As a result of Defendants’ conduct, Ms. Caceres is entitled to recover
18 punitive damages in an amount commensurate with each Defendant’s wealth.

19 103. Mr. Caceres has also incurred and continues to incur attorneys’ fees and legal expenses
20 in an amount according to proof at the time of trial.

21 **THIRTEENTH CAUSE OF ACTION**

22 **[Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]**

23 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

24 104. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs 1
25 through 103 in this First Amended Complaint.

26 105. At all times herein mentioned, Defendants were subject to the Labor Code of the State
27 of California and the applicable Industrial Welfare Commission Orders.

28 106. California Labor Code § 2699(a) specifically provides for a private right of action to

1 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
2 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
3 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
4 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
5 brought by an aggrieved employee on behalf of himself or herself and other current or former
6 employees pursuant to the procedures specified in Section 2699.3.”

7 107. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code
8 § 2699.3. On June 1, 2023, he gave written notice by online filing to the Labor and Workforce
9 Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code
10 that Defendants have violated against Plaintiff and current and former aggrieved employees, including
11 the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiffs’ PAGA
12 case number is LWDA-CM-959046-23.

13 108. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
14 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
15 Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to
16 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
17 described in this Complaint. These penalties include, but are not limited to, penalties under California
18 Labor Code §§ 210, 226.3, 248.5(e), 510, 558, 1197.1, and 2699(f)(2).

19 109. In addition, Plaintiffs seek penalties for Defendants’ violation of California Labor Code
20 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
21 labor who willfully fails to maintain accurate and complete records required by California Labor Code
22 § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every
23 employer shall keep time records showing when the employee begins and ends each work period.
24 Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the
25 applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period
26 and applicable rates of pay.
27
28

1 110. During the time period of employment for Plaintiff and the Aggrieved Employees,
2 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
3 maintain accurate records showing meal periods, and accurate records showing when employees begin
4 and end each work period. Defendants' failure to provide and maintain records required by the Labor
5 Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know,
6 understand and question the accuracy and frequency of meal periods, and the accuracy of their hours
7 worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way
8 to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
9 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered
10 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
11 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its
12 obligation under state law, all to their respective damage in amounts according to proof at trial.
13 Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
14 Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
15 from knowing, understanding, and disputing the wage payments paid to them.

16 111. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of
17 civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of
18 Defendants. The exact amount of the applicable penalties, in all, shall be in an amount to be shown
19 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

20 112. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to
21 California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
22 entitled to an award of reasonable attorney's fees and costs."

23 WHEREFORE, Plaintiff prays for relief as follows:

24 **As to the First Cause of Action for Failure to Pay all Regular & Minimum Wages Earned:**

- 25 1. For unpaid minimum wages and liquidated damages in an amount equal to same pursuant
26 to Labor Code §§ 1194 and 1194.2, subject to proof at trial;
27 2. For prejudgment interest on all damages awarded under Labor Code §§ 1194 and 1194.2;
28 3. For reasonable attorney's fees pursuant to Labor Code § 1194;

4. For costs of suit pursuant to Labor Code § 1194;
5. For individual liability against Defendants Jose F. Pineda and Jose Francisco Pineda, Jr. pursuant to Labor Code § 558.1 and/or IWC Wage Order No. 9-2001(2)(G); and
6. For such other and further relief as the Court may deem proper.

As to the Second Cause of Action for Failure to Pay all Overtime Wages Earned:

1. For all unpaid overtime wages due pursuant to Labor Code §§ 510 & 1194, subject to proof at trial;
2. For prejudgment interest at the maximum legal rate pursuant to Labor Code § 1194;
3. For reasonable attorneys' fees pursuant to Labor Code § 1194; and
4. For costs of suit pursuant to Labor Code § 1194;
5. Liability against Defendants and any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and
6. For such other and further relief as the Court may deem proper.

As to the Third Cause of Action for Failure to Provide Meal Periods:

1. For all unpaid premium wages due and owing as a result of each meal period violation pursuant to Labor Code 226.7(c), subject to proof at trial;
2. For prejudgment interest at the maximum legal rate;
3. For costs of suit;
4. Liability against Defendants and any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and
5. For such other and further relief as the Court may deem proper.

As to the Fourth Cause of Action for Failure to Provide Rest Periods:

1. For all unpaid premium wages due and owing as a result of each rest period violation pursuant to Labor Code 226.7(c), subject to proof at trial;
2. For prejudgment interest at the maximum legal rate;
3. For costs of suit;
4. Liability against Defendants and any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and

5. For such other and further relief as the Court may deem proper.

As to the Fifth Cause of Action for Failure to Pay All Wages Upon Discharge:

1. For damages, including the full amount of unpaid wages and continuation of wages allowable under Labor Code § 203 subject to proof at trial;

2. Attorney's fees pursuant to Labor Code § 218.5.

3. Liability against Defendants and any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and

4. For such other and further relief as the Court may deem proper.

As to the Sixth Cause of Action for Failure to Provide Paid Sick Leave:

1. The dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, not exceeding \$4,000.00 pursuant to Labor Code § 248.5(b)(2);

2. Prejudgment interest pursuant to Labor Code § 248.5(e) and (f);

3. Reasonable attorney's fees pursuant to Labor Code § 248.5(e) and (f);

4. Costs of suit pursuant to Labor Code § 248.5(e) and (f);

5. Liability against Defendants and any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and

6. For such other and further relief as the Court may deem proper.

As to the Seventh Cause of Action for Failure to Furnish Accurate Wage Statements:

1. For penalties pursuant to Labor Code §§ 226(e) and 226.3, subject to proof at trial;

2. For reasonable attorneys' fees;

3. For costs of suit; and

4. For such other and further relief as the Court may deem proper.

As to the Eighth Cause of Action for Failure to Keep Accurate Payroll Records:

1. For all penalties authorized by Labor Code § 1174.5;

2. For injunctive relief; and

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

As to the Ninth Through Twelfth Causes of Action:

1. For back pay, and loss of future earnings, and other special damages according to proof;
2. For general damages to compensate Plaintiff for emotional distress, pain and suffering, and loss of enjoyment of life;
3. For attorney's fees and costs pursuant to Government Code § 12965(b);
4. For prejudgment interest on all damages awarded under Civil Code Section 3287(a);
5. For punitive damages;
6. For injunctive relief;
7. For costs of suit herein incurred; and
8. For such other and further relief as the Court may deem proper

As to the Thirteenth Cause of Action for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code §2698 et seq.

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse for all necessary business expenses, failing to maintain accurate records of all hours worked and meal periods, failing to pay final wages at termination, failing to provide paid sick days, and failing to furnish accurate wage statements;
2. For all actual, consequential and incidental losses and damages, according to proof;
3. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable Labor Code provisions;
4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;
5. For such other and further relief as the Court may deem equitable and appropriate.

DATED: August 2, 2024

FINNEGAN & DIBA, A LAW CORPORATION

By: 
AMIR T. ALAVI, ESQ.
Attorneys for Plaintiff, EDUARD CACERES

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, by and through counsel, hereby demands a jury trial on all causes of action and claims
3 to which they have a right to jury trial.

4
5 DATED: August 2, 2024

FINNEGAN & DIBA, A LAW CORPORATION

6
7 By: 
8 AMIR T. ALAVI, ESQ.
9 Attorneys for Plaintiff, EDUARD CACERES
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EXHIBIT “A”



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 31, 2024

Amir Alavi
3660 Wilshire Blvd., Suite 800
Los Angeles, CA 90010

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202406-24931501
Right to Sue: Caceres / UNIVERSAL SERVICES OF AMERICA, LP et al.

Dear Amir Alavi:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 31, 2024

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202406-24931501

Right to Sue: Caceres / UNIVERSAL SERVICES OF AMERICA, LP et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 31, 2024

Eduard Caceres
3660 Wilshire Blvd. Suite 800
Los Angeles, CA 90010

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202406-24931501
Right to Sue: Caceres / UNIVERSAL SERVICES OF AMERICA, LP et al.

Dear Eduard Caceres:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective May 31, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Eduard Caceres

CRD No. 202406-24931501

Complainant,

vs.

UNIVERSAL SERVICES OF AMERICA, LP
450 Exchange
Irvine, CA 92602

Universal Protection Service, LP
450 Exchange
Irvine, CA 92602

Respondents

1. Respondent **UNIVERSAL SERVICES OF AMERICA, LP** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Universal Protection Service, LP** business as Co-Respondent(s).

3. Complainant **Eduard Caceres**, resides in the City of **Los Angeles**, State of **CA**.

4. Complainant alleges that on or about **January 30, 2024**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sexual harassment- hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was forced to quit, denied any employment benefit or privilege, denied or forced to transfer, denied accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation and

as a result was forced to quit, denied any employment benefit or privilege, denied or forced to transfer, denied accommodation for a disability.

Additional Complaint Details: During his employment with Defendants as a security guard, Claimant sustained several injuries. The most recent of which was a diagnosis of sciatica that was determined to have been caused by security gear and equipment that was did not properly fit Claimant. Although Claimant complained to his supervisors about the poorly fitting equipment, his complaints fell on deaf ears.

Claimant first felt discomfort around January 13, 2024 due to an oversized duty belt and bullet proof vest. Claimant needed extra small sizes for each but Defendants did not have Plaintiff's size, did not order Claimant's size, and did not care that the equipment provided did not fit Claimant, and was causing Claimant significant pain and discomfort to the point of injury.

Claimant was informed that nothing could be done to remedy the problems caused by the ill-fitting equipment, thus, that he could not be accommodated. Defendants did not engage in any discussion with Claimant to determine whether there was another position or accommodation that could be given that would resolve the issue and allow Claimant to continue working without further injury or reinjuring the previous injury. Therefore, Claimant was discriminated against and forced to resign on or about January 26, 2024, as a result of his injury and Defendants' refusal to provide a reasonable accommodation or make good faith efforts to engage in the interactive process to try to find same.

In addition, Claimant was subjected to sexual harassment while working. Claimant was subjected to crude sexual advances repeatedly by a fellow coworker. Claimant complained about same to the appropriate individuals within the organization, to no avail. Claimant did not receive any assistance with the situation. To the contrary, Claimant was retaliated against to the point of having his employment with Respondents constructively terminated.

1 VERIFICATION

2 I, **Amir T. Alavi**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On May 31, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**
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EXHIBIT “B”



FINNEGAN & DIBA
A LAW CORPORATION

3660 Wilshire Blvd., Suite 800, Los Angeles, CA 90010 / Tel: 213-480-0292 / Fax: 213-480-0805 / Email: info@fdlegal.com

May 23, 2024

- Via Online Submission
& Certified U.S. Mail -

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Universal Services of America, LP
Universal Protection Service, LP
Allied Universal
450 Exchange
Irvine, CA 92602

Universal Services of America, LP
Universal Protection Service, LP
Allied Universal
1551 N. Tustin Ave., Suite 650
Santa Ana, CA 92705

Universal Services of America, LP
Universal Protection Service, LP
Allied Universal
161 Washington Street, Suite 600
Eight Tower Bridge
Conshohocken, PA 19428-2083

Notice of Labor Code Violations and PAGA Penalties

RE: Eduard S. Caceres v. Universal Services of America, LP, Universal Protection Service, LP, and Allied Universal

To Whom it May Concern:

As you are aware, my office has been retained by ***Eduard S. Caceres*** ("Employee") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, et seq.) against his former employers, ***Universal Services of America, LP, Universal Protection Service, LP, and Allied Universal*** ("Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Employee alleges Defendants engaged in with respect to Employee and all of Defendants' aggrieved employees.

Employee wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees"). Employee and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Employee began working for Employer in or about August 2022, until approximately January 30, 2024, in Los Angeles County. Employee was hired to provide security services around various sites in the City of Los Angeles. During the time that Employee was employed by Defendants, Employee typically worked 5 days per workweek, and often more than 8 hours in a workday (at times working in excess of 12 hours in a workday).

Throughout Employee's employment, Defendants committed numerous labor code violations under state law. As discussed below, Employee's experience working for Defendants was typical and illustrative. The result is that Defendants are each liable for civil penalties arising out of their intentional and systematic violations of the following labor codes:

Failure to Pay for All Hours Worked, Including Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Employee alleges Defendants maintained a policy and practice of failing to pay Employee and the Aggrieved Employees for all hours worked (including minimum wages, straight time wages and overtime wages). Defendants regularly failed to accurately keep track of employee work hours which resulted, over a period of time, in failing to compensate Employee and the Aggrieved Employees properly for the time they worked in accordance with California law, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. For example, Employer required employees to clock out for meal breaks to appear to be in compliance with the Labor Code without actually providing code compliant meal breaks and employees continuing to work off the clock. The

practice results in both a meal break violation and a failure to pay wages. Employers also engaged in other conduct that resulted in a failure to pay all wages earned.

Accordingly, Defendants regularly and frequently paid Employee and the Aggrieved Employees less than what they were owed for their time worked. Much of this unpaid work also should have been paid at the overtime rate. Thus, Defendants failed to pay all minimum, regular, and overtime wages to Employee and the Aggrieved Employees. In doing the above, Defendants also failed to maintain accurate records of the hours Employee and the Aggrieved Employees worked.

As a result, Defendants are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 204, 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Employee and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Employee and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Employee and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform Employee and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Specifically, Employer required employees to clock out for meal breaks to appear to be in compliance with the Labor Code without actually providing code compliant meal breaks and employees continuing to work off the clock. Defendants also did not authorize or provide a second meal period when Employee and the Aggrieved Employees worked in excess of 10 hours in a workday. Moreover, Defendants did not have adequate written policies or practices providing meal periods for Employee and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of meal periods. Defendants' meal break policy concedes meal breaks are often not provided due to the nature of the business, opting to provide paid lunches but failing to provide the one hour of premium pay required when a code compliant meal break is not provided. Defendants also did not have adequate policies or practices to verify whether Employee and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Employee and the Aggrieved Employees in compliance with California law and not pay one hour of premium pay.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Provide Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. Defendants, however, wrongfully failed to authorize and permit Employee and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Employee and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants did not adequately inform Employee and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Employee and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Employee and the Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore cannot demonstrate that Employee and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendants' policy and practice was for Employee and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who will fully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Employee and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Employee and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Employee and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continues to fail to pay Employee and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days. Accordingly, Employee and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable for the civil penalties provided for in Labor Code § 2699(t)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(8)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) 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 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendants intentionally and willfully failed to provide Employee with complete and accurate wage statements. The deficiencies include, among other things, the failure to provide any wage statements at all, as well as the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to be taken in accordance with California law, and correct wages earned for all hours worked. As a result of Defendants violating Labor Code § 226, Employee and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Employee and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee. Moreover, Defendants are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Employee and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due,

and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Employee and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

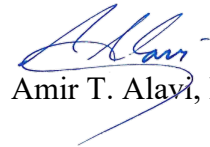
Action for Civil Penalties Under PAGA

Client anticipates filing a civil action concerning her wage and hour claims and associated statutory and civil penalties as warranted by the Industrial Welfare Commission's ("IWC") Wage Orders and California Labor Code Sections 201, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 1174.5, 1194, 1197, and 1198.

Therefore, on behalf of all Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699(f)(2).

Employee has placed Defendants on notice by mailing a certified copy of this correspondence to the entity's corporate address, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Amir T. Alavi, Esq.



UNIVERSAL SERVICES OF AMERICA, LP
UNIVERSAL PROTECTION SERVICE, LP

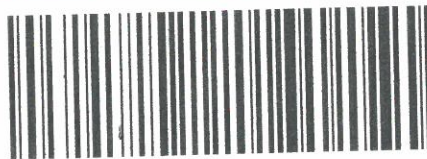
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UNIVERSAL PROTECTION SERVICE, LP
ALLIED UNIVERSAL
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EIGHT TOWER BRIDGE
CONSHOHOCKEN, PA 19428-2083

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UNIVERSAL PROTECTION SERVICE, LP
ALLIED UNIVERSAL
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SANTA ANA, CA 92705

CERTIFIED MAIL



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 3660 Wilshire Boulevard, Suite 800, Los Angeles, California 90010.

On the date herein below specified, I served the foregoing document described as set forth below on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes, at Los Angeles, California, addressed as follows:

Date of Service: **AUGUST 5, 2024**
Document(s) Served: **FIRST AMENDED COMPLAINT FOR DAMAGES**
Person Served: **MARTENSON HASBROUCK & SIMON, LLP**
KNARIK MELKOYAN, ESQ.
455 CAPITOL MALL, SUITE 400
SACRAMENTO, CA 95814
KMELKONYAN@MARTENSONLAW.COM
JNAFTEL@MARTENSONLAW.COM
DLIANG@MARTENSONLAW.COM

_____ (BY U.S. Mail) I enclosed the documents in a sealed envelope or package addressed to the address above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

_____ (BY U.S. Certified Mail) I enclosed the documents in a sealed envelope or package addressed to the address above and placed the envelope for collection and certified mailing with return receipt, in a sealed envelope with postage fully prepaid.

_____ (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight deliver carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

_____ (BY FAX) I faxed the documents to the persons at the fax numbers listed above. No error was reported by the fax machine that I used.

_____ (BY MESSENGER SERVICE) I served the documents by placing them in an envelope or package addressed to the addresses above, and provided them to a professional messenger service for personal service on this date.

_____ (BY PERSONAL SERVICE) I personally delivered by hand to the offices of the addressee(s).

XX (BY EMAIL TRANSMISSION) I emailed a copy of the foregoing document(s) this date via email to the email addresses shown above.

XX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED at Los Angeles, California, on August 5, 2024



Declarant, Rosalyn Truong