

D.LAW, INC.
 Emil Davtyan (SBN 299363)
 emil@d.law
 David Yeremian (SBN 226337)
 d.yeremian@d.law
 Roman Shkodnik (SBN 285152)
 r.shkodnik@d.law
 Emma Geesaman (SBN 352715)
 e.geesaman@d.law
 880 E Broadway
 Glendale, CA 91205
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

Attorneys for Plaintiff KEYAHN PINKSTON,
 on behalf of himself and others similarly situated

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

KEYAHN PINKSTON, on behalf of himself
 and others similarly situated,

Plaintiff,

vs.

CUSTOMIZED GUARD SERVICES &
 SYSTEMS, a California corporation; UNITED
 FACILITY SOLUTIONS, INC., a California
 corporation; COMMAND GUEST
 SERVICES, INC., a California corporation;
 and DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV15096

CLASS ACTION

Assigned for All Purposes To:

Hon. Laura A. Seigle

Dept.: 17

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
10. Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5;
11. Penalties Pursuant to Labor Code § 203;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff KEYAHN PINKSTON, (hereinafter “Plaintiff”) on behalf of himself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants CUSTOMIZED
8 GUARD SERVICES & SYSTEMS, a California corporation; UNITED FACILITY SOLUTIONS,
9 INC., a California corporation; COMMAND GUARD SERVICES, INC., a California corporation;
10 and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”).
11 Plaintiff alleges that Defendants, and each of them, violated various provisions of the California
12 Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business
13 & Professions Code, and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Los Angeles County, and in other nonexempt positions, throughout
18 California and, and consistently worked at Defendants’ behest without being paid all wages due.
19 More specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. Defendants also failed to accurately record the start and end times of meal breaks.
28 Defendants thus failed to pay Plaintiff and the Class members for all hours worked and provided

1 them with inaccurate wage statements that prevented Plaintiff and the Class from learning of these
2 unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal
3 and rest periods, as employees were not provided with the opportunity to take timely,
4 uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

5 **THE PARTIES**

6 **A. The Plaintiff**

7 4. Plaintiff KEYAHN PINKSTON has resided in California and during the time
8 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
9 within the State of California.

10 **B. The Defendants**

11 5. Defendant CUSTOMIZED GUARD SERVICES & SYSTEMS is a California
12 corporation with its principle executive offices in Gardena, California and has been listed as the
13 employer on Plaintiff's paystubs during the relevant time period. CUSTOMIZED GUARD
14 SERVICES & SYSTEMS lists a California address in Gardena, California with the California
15 Secretary of State, and employs Plaintiff and the Class members at Defendants' offices and
16 facilities in Gardena, California, and throughout California and conducts business throughout
17 California.

18 6. Defendant UNITED FACILITY SOLUTIONS, INC. is a California corporation
19 with its principle executive office in Gardena, California, and is listed on Plaintiff's W2 during the
20 relevant time period. UNITED FACILITY SOLUTIONS, INC. lists a California address in
21 Gardena, California with the California Secretary of State, and employs Class members in Los
22 Angeles County, including at Defendants' offices and facilities in Gardena, California, and
23 throughout California and conducts business throughout California.

24 7. Defendant COMMAND GUARD SERVICES, INC. is a California corporation
25 with its principle executive offices in Gardena, California, and was listed on Plaintiff's W2 during
26 the relevant time period. COMMAND GUARD SERVICES, INC. lists a California address in
27 Gardena, California with the California Secretary of State, and employs Class members in Los
28 Angeles County, including at Defendants' offices and facilities in Gardena, California, and

1 throughout California and conducts business throughout California.

2 8. The true names and capacities, whether individual, corporate, associate, or
3 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
4 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
5 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
6 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
7 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
8 this Complaint to reflect the true names and capacities of the Defendants designated herein as
9 Does 1 through 50 when their identities become known.

10 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
11 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
12 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
13 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
14 all respects as the employers or joint employers of Employees. Defendants, and each of them,
15 exercised control over the wages, hours or working conditions of Employees, or suffered or
16 permitted Employees to work, or engaged, thereby creating a common law employment
17 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
18 employed Employees.

19 **JURISDICTION AND VENUE**

20 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
22 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
23 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
24 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
25 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
26 County and Defendants maintain and operate company offices and facilities in Los Angeles
27 County, and employ Plaintiff and other Class members in Los Angeles County and throughout
28 California.

1 **FACTUAL BACKGROUND**

2 11. The Employees who comprise the Class and Collective, including Plaintiff, are
3 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
4 Employees who work in nonexempt positions at the direction of Defendants in the State of
5 California. Plaintiff and the Class members were either not paid by Defendants for all hours
6 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
7 Plaintiff and Employees were not paid for the time that they worked on-call time, “pre-shift” by
8 locating the guard to be relieved prior to clocking in and “post-shift” without compensation by
9 waiting to be relieved by other guards after clocking out. Moreover, Employees were not paid for
10 the time spent answering work-related phone calls and text messages while off-the-clock.
11 Defendants also failed to keep records of the start and end times of meal breaks. Plaintiff also
12 contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing,
13 failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
14 violation of various provisions of the California Labor Code and applicable Wage Orders.
15 Additionally, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive
16 pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
17 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
18 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
19 the overtime wage rate. Therefore, during times when Plaintiff and Employees worked overtime
20 and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
21 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

22 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
23 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
24 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
25 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
26 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
27 sick pay. Therefore, during times when Plaintiff and Employees worked overtime and received
28 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed

1 to pay all sick pay by paying a lower overtime rate than required.

2 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
3 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
4 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
5 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
6 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
7 vacation pay. Therefore, during times when Plaintiff and Employees worked overtime and
8 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
9 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

10 14. During the course of Plaintiff and the Class members' employment with
11 Defendants, they were not paid all wages they were owed, including for all work performed and
12 for all overtime hours worked and were forced to work during their meal and rest breaks.

13 15. Defendants also failed to pay Class Members all wages due and owing because
14 Defendants failed to pay for on-call or standby time. Specifically, Defendants would contact
15 Plaintiff and inform him that he was needed at work. Plaintiff then had to report to work and was
16 not paid on-call or standby pay time. Upon information and belief, Class Members were also
17 required to be on-call and were not compensated for on-call or standby pay.

18 16. As a matter of uniform Company policy, Plaintiff and the Class members were
19 required to work during their meal and rest breaks which were not compensated by Defendants in
20 violation of the California Labor Code. Plaintiff and the Class members were also not paid
21 regular wages and overtime for the time they were required to comply with other requirements
22 imposed upon them, which they had to complete while working through their meal and rest
23 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
24 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
25 appropriate overtime rate for all such hours, including by being required to perform work duties
26 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
27 worked substantial overtime hours during their employment with Defendants for which they were
28 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

1 17. As a result of the above described daily work demands and pressures to work
2 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
3 Class members were not properly paid for all wages earned and for all wages owed to them by
4 Defendants, including when working more than eight (8) hours in any given day and/or more than
5 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
6 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
7 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
8 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
9 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
10 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
11 Labor Code, applicable IWC Wage Orders.

12 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
13 continuing to the present, Defendants had a consistent policy or practice of failing to pay
14 Employees for all hours worked and failing to pay minimum wage for all time worked as required
15 by California Law.

16 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants had a consistent policy or practice of failing to pay
18 Employees overtime compensation at premium overtime rates for all hours worked in excess of
19 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
20 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
21 sections of IWC Wage Orders.

22 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
23 continuing to the present, Defendants have regularly required Employees to work shifts in excess
24 of five (5) hours without providing them with timely, uninterrupted meal periods of not less than
25 thirty (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
26 periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one
27 hour of wages at each Employee's effective regular rate of pay, for each meal period that
28 Defendants failed to provide or deficiently provided.

1 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
3 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
4 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
5 provided or were deficiently provided at one hour of wages at each Employee's effective regular
6 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

7 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to provide Employees with timely,
9 accurate, and itemized wage statements as required by California wage-and-hour laws.
10 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
11 correct overtime wages based on proper regular rate calculations that included nondiscretionary
12 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
13 compensation of their Employees. The wage statements provided to Employees also failed to
14 include accurate dates of the period for which Employees were paid in violation of Labor Code §
15 226(a)(6) and all applicable hourly rates in effect during the pay period in violation of Labor Code
16 § 226(a)(9). Moreover, the wage statements given to Employees by Defendants failed to
17 accurately account for wages, overtime, and premium pay for deficient meal periods and rest
18 breaks all of which Defendants knew or reasonably should have known were owed to Employees,
19 as alleged hereinabove. The wage statements provided to Employees were confusing and required
20 Employees to engage in discovery and refer to outside sources to verify whether their pay was
21 correct, potentially resulting in a miscalculation by the Employees.

22 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to provide Employees with timely,
24 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

25 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
27 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
28 usage, vehicle mileage and fuel, and other required tools including a flashlight, chair, and gloves,

1 which were necessary to perform their duties under Defendants' employ in violation of Labor
2 Code § 2802.

3 25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
4 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
5 and receive all of their payroll records, timecards, and personnel records.

6 26. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
7 continuing to the present, Defendants have consistently failed to keep accurate time and wage
8 records as required by California wage-and-hour laws.

9 27. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
10 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
11 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
12 required by California wage-and-hour laws.

13 28. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
14 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
15 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and
16 2802.

17 29. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
18 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
19 enjoyed from their violations of Labor Code.

20 **CLASS ALLEGATIONS**

21 30. Plaintiff brings this class action on behalf of himself and all others similarly
22 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
23 follows: all individuals employed by Defendants within the State of California at any time within
24 four (4) years of the filing of this lawsuit.

25 31. Further, Plaintiff seeks to represent the following Subclasses composed of and
26 defined as follows:

27 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
28 compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

j. Subclass 10. Failure to Produce Requested Employment Records Subclass. All Class members who, within the applicable limitations period, were denied the right to inspect and receive all of their payroll records, timecards, and personnel records.

k. Subclass 11. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon

1 termination.

2 1. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
3 result of Defendants' business acts and practices, to the extent such acts and practices are found to
4 be unlawful, deceptive, and/or unfair.

5 32. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
6 modify the class description with greater particularity or further division into subclasses or
7 limitation to particular issues.

8 33. This action has been brought and may properly be maintained as a class action
9 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
10 of interest in litigation and proposed class is easily ascertainable.

11 **A. Numerosity**

12 34. The potential members of the class as defined are so numerous that joinder of all
13 the member of the class is impracticable. While the precise number of class members has not been
14 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
15 time period relevant to this lawsuit, employed more than 100 individuals within the State of
16 California.

17 35. Accounting for employee turnover during the relevant time period increases this
18 number substantially. Plaintiff alleges that Defendants' employment records will provide
19 information as to the number and location of all class members.

20 **B. Commonality**

21 36. There are questions of law and fact common to the class that predominate over any
22 questions affecting only individual class members. These common questions of law and fact
23 include:

- 24 a. Whether Defendants failed to pay Employees minimum wages;
- 25 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 26 c. Whether Defendants failed to pay Employees overtime as required under Labor
27 Code § 510;
- 28 d. Whether Defendants failed to pay Employees vacation wages as required under

Labor Code § 227.3;

- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- k. Whether Defendants violated Labor Code §§ 226 and 1198;
- l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

37. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

38. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class

1 actions.

2 **E. Superiority of Class Action**

3 39. A class action is superior to other available means for the fair and efficient
4 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
5 questions of law and fact common to all Employees predominate over any questions affecting only
6 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
7 Defendants' illegal policies or practices of failing to compensate Employees properly.

8 40. Class action treatment will allow those persons similarly situated to litigate their
9 claims in the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

13 **(Against All Defendants)**

14 41. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 42. Defendants failed to pay Employees minimum wages for all hours worked.
17 Defendants had a consistent policy of misstating Employees time records and failing to pay
18 Employees for all hours worked. Employees would work hours and not receive wages, including
19 as alleged above in connection with working during meal breaks and working "pre-shift" without
20 compensation by locating the guard to be relieved prior to clocking in and "post-shift" without
21 compensation by waiting to be relieved by other guards after clocking out. Employees also
22 worked hours without compensation by answering phone calls and text messages from
23 supervisors and coworkers while off-the-clock. Further, Plaintiff and Employees were required to
24 be on-call while off the clock. Additionally, Defendants had a consistent policy of failing to pay
25 Employees for hours worked during alleged meal periods for which Employees were consistently
26 denied, as also addressed herein. Defendants thus regularly failed to pay minimum wages to
27 Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the
28 applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage

1 and hour practices manifested, without limitation, applicable to the Class as a whole, as a result
2 of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and
3 the other members of the Class as to minimum wage pay.

4 43. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
5 states:

6 The minimum wage for employees fixed by the commission is the
7 minimum wage to be paid to employees, and the payment of a less
8 wage than the minimum so fixed is unlawful.

9 44. The applicable minimum wages fixed by the commission for work during the
10 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
11 therefore entitled to double the minimum wage during the relevant period.

12 45. The minimum wage provisions of California Labor Code are enforceable by private
13 civil action pursuant to California Labor Code § 1194(a) which states:

14 Notwithstanding any agreement to work for a lesser wage, any
15 employee receiving less than the legal minimum wage or the legal
16 overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of
18 this minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney's fees and costs of suit.

20 46. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
21 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

22 47. California Labor Code § 1194.2 also provides for the following remedies:

23 In any action under Section 1194 . . . to recover wages because of
24 the payment of a wage less than the minimum wages fixed by an
25 order of the commission, an employee shall be entitled to recover
26 liquidated damages in an amount equal to the wages unlawfully
27 unpaid and interest thereon.

28 48. Defendants have the ability to pay minimum wages for all time worked and have
willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

49. Wherefore, Employees are entitled to recover the unpaid minimum wages
(including double minimum wages), liquidated damages in an amount equal to the minimum
wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant

1 to California Labor Code § 1194(a).

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

4 **(Against All Defendants)**

5 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 51. By their conduct, as set forth herein, Defendants violated California Labor Code §
8 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
9 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
10 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
11 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
12 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
13 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
14 paying Employees wages for all hours worked including time off the clock working “pre-shift”
15 without compensation by locating the employee being relieved prior to clocking in and “post-
16 shift” without compensation by waiting to be relieved by other guards after clocking out.
17 Employees also worked hours without compensation by answering phone calls and text messages
18 from supervisors and coworkers while off-the-clock. Further, Plaintiff and Employees were
19 required to be on-call while off the clock. Employees regularly worked over 8 hours on a given
20 day without receiving overtime compensation.

21 52. Furthermore, on information and belief, Defendants did not pay Plaintiff and
22 Employees the correct overtime rate for the recorded overtime hours that they generated. In
23 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
24 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
25 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
26 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
27 rate of pay for purposes of calculating the overtime wage rate.

28 53. Therefore, during times when Plaintiff and Employees worked overtime and

received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

54. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. In addition, on at least one occasion, Plaintiff was paid for thirty days of work on one check issued at the end of that month. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

55. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

56. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

58. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

59. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they

1 were consistently denied. Employees were also required to take meal periods after working well
2 beyond the five (5) hour shifts. In addition, the time keeping system utilized by Defendants did not
3 record the start and end times of meal breaks and merely asked Employees whether meal breaks
4 were taken. What meal periods were provided were also not duty-free due to Defendants' policy
5 and practice requiring Employees to keep walkie talkies on during meal periods, which were often
6 interrupted. Furthermore, Employees were regularly required to work for more than 10 hours in a
7 given shift without receiving a second uninterrupted thirty (30) minute meal period as required by
8 law.

9 60. Moreover, Defendants failed to compensate Employees for each meal period not
10 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
11 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
12 employee a meal period in accordance with this section, the employer shall pay the employee one
13 hour of pay at the employee's regular rate of compensation for each workday that the meal period
14 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
15 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
16 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
17 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
18 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

19 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
20 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
21 period not provided or deficiently provided, a sum to be proven at trial.

22 **FOURTH CAUSE OF ACTION**

23 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

24 **(Against All Defendants)**

25 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 63. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
28 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of

1 not less than ten (10) minutes for each consecutive four (4) hour shift.

2 64. Defendants failed to provide Employees with timely rest breaks of not less than ten
3 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were often
4 interrupted and also not duty-free due to Defendants' policy and practice requiring Employees to
5 keep walkie talkies on during rest breaks.

6 65. Moreover, Defendants failed to compensate Employees for each rest period not
7 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
8 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
9 accordance with this section, the employer shall pay the employee one hour of pay at the
10 employee's regular rate of compensation for each workday that the rest period is not provided.
11 Defendants failed to compensate the Employees in the Class for each rest period not provided or
12 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
13 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
14 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
15 or by otherwise incorrectly calculating the regular rate.

16 66. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
17 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
18 worked without the required rest breaks, a sum to be proven at trial.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY VACATION WAGES**

21 **(Against All Defendants)**

22 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 68. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
25 employment policy provides for paid vacation and an employee is terminated without having
26 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
27 in accordance with said contract of employment or policy respecting eligibility or time served.

28 69. Defendants paid nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
2 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

3 70. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
4 Code § 227.3.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

7 **(Against All Defendants)**

8 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 72. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
11 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
12 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
13 with the pay calculation under California Labor Code § 246(1).

14 73. Defendants paid nondiscretionary commissions, incentive pay, and/or
15 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
16 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
17 calculating the amount of paid sick time due when sick time is used according to the requirements
18 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
19 rate, in violation of the law.

20 74. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
21 Code §§ 245 *et seq.* and 246.

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

24 **IN VIOLATION OF LABOR CODE § 2802**

25 **(Against All Defendants)**

26 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 76. Under Labor Code § 2802(a), an employer must indemnify its employees for all

1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
2 of his or her duties, or of his or her obedience to the directions of the employer.

3 77. Employees incurred necessary expenditures in the performance of their job duties
4 for Defendants, namely the cost of cell phone usage, vehicle mileage and fuel, and other required
5 tools including a flashlight, chair, and gloves, which were necessary to perform their duties under
6 Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing
7 to the present, Defendants consistently failed to reimburse Employees for these necessarily
8 incurred business expenses.

9 78. As a result of the unlawful acts of Defendants, Employees have been deprived of
10 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
11 plus interest and penalties thereon, attorneys' fees, and costs.

12 **EIGHTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 226(a)**
14 **(Against All Defendants)**

15 79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 80. California Labor Code § 226(a) requires an employer to furnish each of his or her
18 employees with an accurate, itemized statement in writing showing the gross and net earnings,
19 total hours worked, and the corresponding number of hours worked at each hourly rate; these
20 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
21 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
22 statements may be given to the employee separately from the payment of wages; in either case the
23 employer must give the employee these statements twice a month or each time wages are paid.

24 81. Defendants failed to provide Employees with accurate itemized wage statements in
25 writing, as required by the Labor Code. Specifically, the wage statements provided to Employees
26 also failed to include the total hours worked in violation of Labor Code § 226(a)(2), accurate
27 dates of the period for which Employees were paid in violation of Labor Code § 226(a)(6) and all
28 applicable hourly rates in effect during the pay period in violation of Labor Code § 226(a)(9).

1 Additionally, Defendants failed in their affirmative obligation to keep accurate records of the
2 correct overtime wages based on proper regular rate calculations that included nondiscretionary
3 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
4 compensation of their Employees. The wage statements provided to Employees were confusing
5 and required Employees to engage in discovery and refer to outside sources to verify whether their
6 pay was correct, potentially resulting in a miscalculation by the Employees.

7 82. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
8 Employees suffered injuries, including among other things confusion over whether they received
9 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
10 forcing them to make mathematical computations to analyze whether the wages paid in fact
11 compensated them correctly for all hours worked.

12 83. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
13 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
14 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
15 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
16 award of costs and reasonable attorneys' fees.

17 84. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
18 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
19 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
20 employee for each pay period.

21 85. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
22 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
23 shown according to proof.

24 **NINTH CAUSE OF ACTION**
25 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
26 **AND 1174.5**
27 **(Against All Defendants)**

28 86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 87. California Labor Code § 1174 requires that all employers shall keep accurate time
3 and wage records for all employees. California Labor Code § 1174.5 further requires that any
4 employee suffering injury due to a willful violation of the aforementioned obligations may seek
5 damages, including civil penalties, from the employer.

6 88. During the course of Plaintiff's and Employees' employment, Defendants
7 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
8 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
9 overtime, and premium pay as discussed above.

10 89. Accordingly, Defendants are liable for civil penalties pursuant to the California
11 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

12 **TENTH CAUSE OF ACTION**

13 **FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR**

14 **CODE §§ 226 and 1198**

15 **(Against All Defendants)**

16 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 91. Pursuant to California Labor Code § 226, current and former employees have the
19 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
20 request to their employer. Under this statute, an employer that receives a request to inspect or
21 receive a copy of records pertaining to a current or former employee must comply with the request
22 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the
23 request.

24 92. Pursuant to California Labor Code § 1998.5(a), every current and former employee,
25 or his or her representative, has the right to inspect and receive a copy of the personnel records
26 that the employer maintains relating to the employee's performance or to any grievance concerning
27 the employee. Under this statute, upon written request from a current or former employee or his or
28

1 her representative, an employer must make the contents of those personnel records available for
2 inspection or provide a copy of the personnel records to the current or former employee, or his or
3 her representative, not later than thirty (30) calendar days from the date the employer receives the
4 written request, subject to some limited exceptions. Failure to comply with these requests allows
5 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
6 226(f).

7 93. Plaintiff sent written requests through counsel to Defendants for their payroll
8 records, timecards, and personnel records. However, Plaintiff has not received all of his requested
9 records as of the date of this Complaint. Specifically, Plaintiff requested a copy of the Employee
10 Handbook referenced in other documents provided by Defendants. Despite numerous requests,
11 Defendants failed to produce the requested document.

12 94. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
13 produce the required records requested by Plaintiff.

14 95. On information and belief, Defendants' failure to provide Plaintiff with all of his
15 requested employment records is not an isolated incident but was instead consistent with
16 Defendants' policy and practice that applied to Plaintiff and Employees.

17 96. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
18 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

19 97. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven
20 hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost.

21 **ELEVENTH CAUSE OF ACTION**
22 **VIOLATION OF LABOR CODE § 203**
23 **(Against All Defendants)**

24 98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 99. Numerous Employees are no longer employed by Defendants; they either quit
27 Defendants' employ or were fired therefrom.

28 100. Defendants failed to pay these Employees all wages due and certain at the time of

1 termination or within seventy-two (72) hours of resignation.

2 101. The wages withheld from these Employees by Defendants remained due and owing
3 for more than thirty (30) days from the date of separation of employment.

4 102. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
5 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
6 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
7 to thirty (30) days from the date they were due.

8 **TWELFTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

10 **(Against All Defendants)**

11 103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 104. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
14 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
15 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
16 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
17 meaning of Code of Civil Procedure § 1021.5.

18 105. Plaintiff is a "person" within the meaning of Business & Professions Code
19 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
20 relief, restitution, and other appropriate equitable relief.

21 106. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
22 business practices.

23 107. Wage-and-hour laws express fundamental public policies. Paying employees their
24 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
25 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
26 to enforce minimum labor standards, to ensure that employees are not required or permitted to
27 work under substandard and unlawful conditions, and to protect law-abiding employers and their
28 employees from competitors who lower costs to themselves by failing to comply with minimum

1 labor standards.

2 108. Defendants have violated statutes and public policies. Through the conduct alleged
3 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
4 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
5 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
6 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
7 privileges guaranteed to all employees under the law.

8 109. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
9 violation of the Business & Professions Code § 17200 *et seq.*

10 110. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
11 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
12 care should have known that their conduct was unlawful; therefore their conduct violates the
13 Business & Professions Code § 17200 *et seq.*

14 111. As a proximate result of the above-mentioned acts of Defendants, Employees have
15 been damaged, in a sum to be proven at trial.

16 112. Unless restrained by this Court, Defendants will continue to engage in such
17 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
18 should make such orders or judgments, including the appointment of a receiver, as may be
19 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
20 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
21 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
22 have unlawfully failed to pay.

23 **THIRTEENTH CAUSE OF ACTION**

24 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

25 **(Against All Defendants)**

26 113. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 114. Plaintiff and Employees are aggrieved employees as defined under Labor Code §

2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

115. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802.

116. The penalties shall be allocated as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to the affected employee.

117. Employees also seek any and all penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

118. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a

wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

119. Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on June 17, 2024. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 227.3, as may be proven;
10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

13. For restitution for unfair competition pursuant to Business & Professions Code

§ 17200 *et seq.*, including disgorgement or profits, as may be proven;

14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

15. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;

16. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

17. For all general, special, and incidental damages as may be proven;

18. For an award of pre-judgment and post-judgment interest;

19. For an award providing for the payment of the costs of this suit;

20. For an award of attorneys' fees; and

21. For such other and further relief as this Court may deem proper and just.

DATED: August 21, 2024

D.LAW, INC.

By Emmanuel

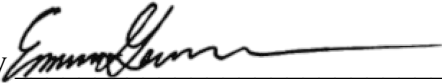
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
KEYAHN PINKSTON
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: August 21, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
KEYAHN PINKSTON
and the putative class

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Mark E. Myers, Agent for Service
1025 W 190th St., Suite 165
Gardena, CA 90248

Marilynn M. Salomon, Agent for Service
1025 W 190th St., Suite 165
Gardena, CA 90248

Guillermo Amador Sr., Agent for Service
19208 S Vermont Ave., Suite 200
Gardena, CA 90248

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes