

BIBIYAN LAW GROUP, P.C.

Molly DeSario (Cal. Bar No. 230763)

mdesario@tomorrowlaw.com

Faik Yetgin (Cal. Bar No. 354990)

faik@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ARIEZ WILLIS,
as an aggrieved employee, and on behalf of all other
aggrieved employees

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

ARIEZ WILLIS, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

ACS SECURITY INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **25STCV24813**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff ARIEZ WILLIS, as an aggrieved employee, and on behalf of all other aggrieved
2 employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a representative action, pursuant to the Labor Code Private Attorneys'
5 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against ACS
6 SECURITY INC., a Delaware limited liability company, and any of its respective subsidiaries or
7 affiliated companies within the State of California ("ACS SECURITY"), as a proxy of the Labor
8 and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff
9 and all other current and former non-exempt employees of Defendants working within the Civil
10 Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
11 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
12 comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205,
13 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, , 227.3, 232, 232.5, 245, 246, 432, 432.3,
14 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to represent all employees of
15 ACS SECURITY, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and
16 affiliates (hereinafter, collectively, "Defendants") working within three years preceding the date of
17 this letter and continuing past the date of this Letter into perpetuity ("Civil Penalty Period"). On all
18 other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of
19 Defendants working within the Civil Penalty Period. Collectively, those employees shall be known
20 as "Aggrieved Employees" herein.

21 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
22 of Civil Procedure section 410.10.

23 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
24 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
25 causes of action complained of herein arose; the county in which the employment relationship
26 began; the county in which performance of the employment contract, or part of it, between Plaintiff
27 and Defendants was due to be performed; the county in which the employment contract, or part of
28 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,

1 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
2 and Aggrieved Employees in Los Angeles County, and because Defendants employ Aggrieved
3 Employees in Los Angeles County.

4 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
5 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
6 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
7 to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at
8 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
9 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
10 Penalty Period.

11 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
12 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
13 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
14 PAGA allegations described herein is not required.

15 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
16 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
17 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
18 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102,
19 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1,
20 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5,
21 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of
22 Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code
23 sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage
24 Orders.

25 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
26 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
27 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

1 8. On or around July 29, 2024, Plaintiff provided written notice pursuant to Labor Code
2 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
3 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
4 by certified mail, with return receipt requested to Defendants, and each of them.

5 9. On or around August 30, 2024, Plaintiff provided written amended notice pursuant
6 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
7 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
8 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
9 them.

10 10. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
11 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
12 and hour violations under Labor Code section 2810.3 on June 21, 2024 by certified mail with return
13 receipt requested.

14 11. To the extent Defendants, or either of them, previously used the notice and cure
15 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
16 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
17 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
18 conference process pursuant to section 2699.3(f).

19 12. In the event that Defendants, or either of them, is/are determined to have satisfied
20 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
21 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
22 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

23 13. In the event that Defendants, or either of them, is/are determined to have, prior to
24 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
25 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
26 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
27 2699(g)(1)-(3).

28 14. In the event that Defendants, or either of them is/are deemed to have adequately taken

1 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
2 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
3 Code section 2699(h)(1)-(3).

4 15. Based on information and belief, Defendants' conduct giving rise to the violations
5 detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to
6 increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections
7 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h),
8 for remedying violations either prior to or after the Employer's receipt of this notice.

9 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
11 calendar days of the August 30, 2024 postmarked date of the herein-described notice sent by
12 Plaintiff to the LWDA and Defendants.

13 **PAGA REPRESENTATIVE ALLEGATIONS**

14 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
16 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
17 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
18 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
19 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
20 clock, including, without limitation, by requiring employees: to come early to work and leave late
21 work without being able to clock in for all that time, to suffer under Employer's control due to pre-
22 shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
23 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
24 equipment off the clock, to attend company meetings off the clock, to make phone calls off the
25 clock, and/or temperature checks off the clock; failing to include all forms of remuneration,
26 including non-discretionary bonuses, incentive pay, and other forms of remuneration into the regular
27 rate of pay for the pay periods where overtime was worked and the additional compensation was
28 earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee

1 time entries, editing and/or manipulation of time entries to show less hours than actually worked,
2 for paying straight pay instead of overtime pay, for failure to pay overtime as required by Labor
3 Code section 226.2. Consequently, Employee is informed and believes, and based thereon alleges,
4 that Employer violated Labor Code sections 221, 223, 510, 551, 552, 1194, 1198 and applicable
5 Wage Orders based on its practice of providing total compensation that is less than the required
6 legal overtime compensation for the overtime worked, entitling Employee and other aggrieved
7 employees to damages, including, without limitation, at least one hour of unpaid overtime wages
8 each day worked by each Aggrieved Employee during the Civil Penalty Period. Employee further
9 informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such
10 violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties
11 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699,
12 or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for
13 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
16 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
17 control every day as a result of, without limitation, failing to accurately track and/or pay for all
18 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
19 including, without limitation, by requiring employees: to come early to work and leave late work
20 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
21 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
22 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
23 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
24 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
25 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
26 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
27 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
28 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved

1 Employees were required to report to work, and did report, but were not put to work and/or were
2 furnished less than half their usual or scheduled day's work without being paid for half the usual or
3 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
4 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 226.2,
5 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum
6 wages for all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these
7 violations, and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
8 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them
9 for at least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty
10 Period. Employee further informed and believes, and based thereon alleges, that Defendants'
11 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would
12 also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
13 wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
14 Plaintiff would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
16 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
17 minimum wages for all hours worked or otherwise under Employer's control every day as a result
18 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
19 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
20 by requiring employees: to come early to work and leave late work without being able to clock in
21 for all that time, to suffer under Defendants' control due to complete pre-shift tasks before clocking
22 in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to
23 clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
24 company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or
25 drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of
26 time entries to show less hours than actually worked; and failing to pay split shift premiums. In
27 addition, Plaintiff and other Aggrieved Employees were required to report to work, and did report,
28 but were not put to work and/or were furnished less than half their usual or scheduled day's work

1 without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or
2 omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Plaintiff would be liable
3 for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under
4 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
5 that Plaintiff's conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
6 Plaintiff would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
9 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
10 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
11 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
12 periods; not providing timely meal periods; failing to provide first and second meal periods;
13 providing short meal periods, including without, limitation meal periods that were recorded for less
14 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
15 but in practice were shorter than thirty minutes due to requiring that employees carry cellular
16 telephones during meal periods; not permitting employees to leave the premises; otherwise requiring
17 on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by
18 law or during which employees worked. Plaintiff and other Aggrieved Employees personally
19 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
20 alleges, that Defendants violated Labor Code sections 221, 223, 512 and 1198 each day for each
21 Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee was
22 owed one hour of premium pay at their regular rate of pay for each day worked during the Civil
23 Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
24 those premium payments under Labor Code section 226.7 were not made, either, for these non-
25 compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff would thus be
26 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
27 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
28 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under

1 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
2 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
3 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

5 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
7 including, without limitation, work over four-hour periods (or major fractions thereof) without
8 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
9 and complete ten-minute rest periods in which the employees are completely relieved of all of their
10 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
11 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
12 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
13 than ten uninterrupted minutes due to, without limitation, time spent having to don and doff safety
14 gear during the rest period, having to retrieve and store personal belongings during the rest period,
15 requiring that they be bundled together and/or with meal periods; interrupting them; requiring that
16 employees carry cellular telephones during rest periods; not providing rest periods in a timely
17 fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-
18 call rest periods. Employee and other Aggrieved Employees personally suffered these violations.
19 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
20 the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and
21 that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
22 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff
23 is informed and believes that those premium payments under Labor Code section 226.7 were not
24 made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay,
25 in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil
26 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558,
27 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
28 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)

1 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
2 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
3 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 22. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
5 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
6 statements and similar payroll documents under Labor Code section 226, documents signed to
7 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
8 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
9 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
10 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
11 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
12 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
13 provided by the contractor under Labor Code section 1695.55, as well as the information required
14 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
15 Employee and other aggrieved employees to calculate their unpaid wages and/or premium
16 payments. Employer also failed to provide these documents to Employee and other Aggrieved
17 Employees upon request in violation of these Labor Code sections, as well as Labor Code section
18 1198 and/or 1775, subdivision (b)(1). Plaintiff and the Aggrieved Employees personally suffered
19 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
20 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
21 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further
22 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
23 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 23. As a result of, among other things, Defendants' herein-described policy or practice
26 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
27 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
28 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff

1 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
2 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
3 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
4 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
5 name of the employee and only the last four digits of their social security number or an employee
6 identification number other than a social security number; all deductions; all applicable hourly rates
7 in effect during the pay period and the corresponding number of hours worked at each hourly rate
8 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
9 the name and address of the legal entity that secured the services of the employer); and other such
10 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
11 226.2 to the extent it does not include for piece-rate work the information required therein including,
12 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
13 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
14 furnish employees with itemized wage statements that accurately reflect the hours worked by
15 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
16 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
17 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
18 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
19 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that,
20 thus Employee and each Aggrieved Employee personally suffered these violations and was owed
21 penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA
22 Period. Plaintiff is informed and believes that those penalties under Labor Code section 226 were
23 not paid for these violations of Labor Code section 226. Defendants would thus be liable for civil
24 penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is
25 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
26 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
27 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
28

1 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
2 Labor Code section 2699(f)(2)(B)(ii).

3 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
4 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
5 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
6 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
7 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
8 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
9 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, 204a, 204.1,
10 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period,
11 and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations and was
12 owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period.
13 However, Plaintiff is informed and believes that those penalties under Labor Code section 203 were
14 not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, and/or
15 204. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct
16 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also
17 be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
18 under sections 2699(e)(1) and 2699(j). Defendants would further be liable for civil penalties
19 pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 required or require the execution of a release of claim or right on account of wages due, or to become
22 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
23 being paid, to execute a statement of the hours worked during a pay period in which Defendants
24 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
25 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
26 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
27 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
28 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code

1 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 26. Plaintiff is further informed and believes, and based thereon alleges that Defendants
4 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
5 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
6 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
7 applicable to their employment, allowances claimed as part of the minimum wage, the regular
8 payday designated by Defendants, the name of the employer, including any “doing business as”
9 names used, the name, address and telephone number of the workers’ compensation insurance
10 carrier, information regarding paid sick leave, and other pertinent information required to be
11 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
12 failure to provide such information, including rates of pay that are in effect, has permitted
13 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
14 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
15 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
16 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
17 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
18 further informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise
19 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
20 collect from Defendants in connection with these violations’ civil penalties pursuant to Labor Code
21 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
22 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 27. Plaintiff is informed and believes, and based thereon alleges that Defendants also
24 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
25 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
26 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
27 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
28 the purchase and maintenance of cellular phones and cellular phone plans, or for pre-employment

1 medical, physical or drivers' exams taken as a condition of employment, in direct consequence of
2 the discharge of their duties, or of their obedience to the directions of Defendants, as required by
3 Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law
4 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
5 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
6 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
7 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
8 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
9 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
10 Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 28. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
13 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
14 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
15 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
16 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
17 the sick pay was not provided at the proper regular of pay as required under California law due to
18 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
19 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
20 contemplated under California and local laws, including, without limitation, under Labor Code
21 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
22 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
23 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
24 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
25 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
26 have personally suffered violations under these sections and Defendants would be liable for civil
27 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
28 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

1 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
2 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
3 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
5 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
6 off and vacation time owed upon separation of employment as wages at their final rate of pay in
7 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
8 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
9 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
10 violations and Defendants would be liable for civil penalties for violation of Labor Code section
11 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
12 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
13 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
14 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
16 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
17 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
18 of any calendar month shall be paid for between the 16th and 26th day of the month during which
19 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
20 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
21 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
22 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
23 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
24 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
25 personally suffered these violations. Plaintiff further informed and believes, and based thereon
26 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
27 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
28

1 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
2 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
5 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
6 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
7 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
8 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
9 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
10 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
11 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
12 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
14 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
15 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
16 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
17 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
18 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
19 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
20 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
21 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
22 card payment processing fees that may be charged to the employer by the credit card company by
23 not later than the regular payday following the date the patron authorized the credit card. In addition,
24 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
25 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
26 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
27 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
28 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198

1 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
2 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
3 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
4 pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 have a policy or practice of failing to provide all working employees, including without limitation
7 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
8 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
9 place an adequate number of seats in reasonable proximity to the work area and/or permitted
10 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
11 performance of their duties when employees are not engaged in the active duties of their
12 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
13 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
14 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
15 Employees have personally suffered violations thereto and Defendants would be liable for civil
16 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
17 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
18 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
19 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
22 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
23 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
24 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
25 from disclosing who else works with Defendants and under what circumstances that they might be
26 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
27 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
28 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,

1 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
2 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
4 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
5 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
6 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
9 violations of state and federal law, either within Defendants to their managers or outside of
10 Defendants to private attorneys or government officials, among others, in violation of Business and
11 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
12 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
13 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
14 from disclosing information about unsafe or discriminatory working conditions, or about wage and
15 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
16 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
17 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
18 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
19 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
20 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
21 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
24 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
25 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
26 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
27 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
28 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved

1 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
2 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
3 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
4 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
5 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
6 Code section 2699(f)(2)(B)(ii).

7 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
8 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
9 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
10 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
11 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
12 purported confidentiality agreements, purported severance agreements, or purported release
13 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
14 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
15 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
16 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
17 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
18 their work with Defendants, including but not limited to their wages and working conditions.
19 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
20 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
21 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
22 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
23 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
24 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
25 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
26 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
27 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
28 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

1 Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a practice or policy of conducting unlawful background checks on prospective and current
5 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
6 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
7 without limitation: requiring job applicants and employees to disclose their conviction history before
8 Defendants made a conditional offer of employment; inquiring into or considering the conviction
9 history of applicants before Defendants made any conditional offers of employment; considering,
10 distributing, or disseminating information about arrests not followed by conviction, referrals to or
11 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
12 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
13 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
14 conducting conviction history background checks in connection with any applications for
15 employment; intending to deny an applicant a position of employment solely or in part because of
16 the applicant's conviction history; and asking applicants for employment to disclose, through any
17 written form or verbally, information concerning or related to an arrest, detention, processing,
18 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
19 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
20 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
21 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
22 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
23 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
24 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
26 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
27 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
28 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants' application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Plaintiff is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

40. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, , 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

PARTIES

1 **A. Plaintiff**

2 41. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
3 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
4 exempt employee, Plaintiff is informed and believes that Plaintiff worked for Defendants from
5 approximately November of 2023 through to June of 2024.

6 **B. Defendants**

7 42. Plaintiff is informed and believes and based thereon alleges that defendant ACS
8 SECURITY is, and at all times relevant hereto was, a corporation organized and existing under and
9 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
10 State of California.

11 43. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
13 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
14 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
15 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
16 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
17 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
18 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
19 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
20 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
21 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
22 include ACS SECURITY, and any of their parent, subsidiary, or affiliated companies within the
23 State of California, as well as DOES 1 through 100 identified herein.

24 **JOINT LIABILITY ALLEGATIONS**

25 44. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 mentioned herein, each of the defendants was the agent, principal, employee, employer,
27 representative, joint venture or co-conspirator of each of the other defendants, either actually or
28 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,

1 employment, joint venture, and conspiracy.

2 45. All of the acts and conduct described herein of each and every corporate defendant
3 was duly authorized, ordered, and directed by the respective and collective defendant corporate
4 employers, and the officers and management-level employees of said corporate employers. In
5 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
6 their said employees, agents, and representatives, and each of them; and upon completion of the
7 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
8 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
9 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
10 aforementioned corporate employees, agents and representatives.

11 46. Plaintiff is informed and believes, and based thereon alleges, that despite the
12 formation of the purported corporate existence of ACS SECURITY, and DOES 1 through 50,
13 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
14 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
15 reasons:

16 a. The Alter Ego Defendants are completely dominated and controlled by the
17 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
18 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
19 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
20 inequitable purpose;

21 b. The Individual Defendants derive actual and significant monetary benefits by
22 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
23 the funding source for the Individual Defendants’ own personal expenditures;

24 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
25 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
26 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
27 accomplishing some other wrongful or inequitable purpose;

28 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs

1 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
2 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
3 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
4 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
5 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
6 herein were, the alter egos of the Individual Defendants;

7 e. The recognition of the separate existence of the Individual Defendants from
8 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
9 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
10 and other statutory violations. The corporate existence of these defendants should thus be
11 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
12 and injustice to Plaintiff herein;

13 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
14 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
15 disregarded.

16 47. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
17 thereon alleges that Defendants, and each of them, are joint employers.

18 **FIRST AND ONLY CAUSE OF ACTION**

19 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

20 48. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
21 preceding paragraphs as though fully set forth hereat.

22 **Civil Penalties Under Labor Code § 210**

23 49. At all relevant times herein, Labor Code section 204, requires and required that:
24 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
25 between the 16th and 26th day of the month during which the labor was performed, and labor
26 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
27 between the 1st and 10th day of the following month.”

28 50. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

1 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
2 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
3 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
4 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
5 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
6 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

7 51. At all relevant times herein, Defendants have had a consistent policy or practice of
8 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
9 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
10 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
11 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
12 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
13 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
14 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
15 violation in connection with each payment that was made in violation of Labor Code section 204.

16 Civil Penalties Under Labor Code § 226.3

17 52. Defendants had and have a policy or practice of failing to comply with Labor Code
18 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
19 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
20 wages earned; the name and address of each employer with whom they have been placed to work;
21 all applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
23 entity securing the employer’s services if the employer is a farm labor contractor; and other such
24 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
25 to the extent it does not include for piece-rate work the information required therein including,
26 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
27 productive time and rest and recovery periods

28 53. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)

1 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
3 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

5 54. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
6 this section are in addition to any other penalty provided by law.”

7 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
8 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
9 statements as set forth in the preceding paragraphs.

10 56. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
11 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
12 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
13 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
14 period for each subsequent violation.

15 Violation of Labor Code § 558

16 57. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
17 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
18 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
19 penalty as follows:

20 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
21 pay period for which the employee was underpaid in addition to an amount sufficient
22 to recover underpaid wages;

23 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to
25 an amount sufficient to recover underpaid wages;

26 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

27 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
28 each of them, violated, or caused to be violated, the Labor Code sections described herein, including

1 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
2 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
3 regular payday designated by employer, the name of the employer, including any “doing business
4 as” names used, the name, address, and telephone number of the workers’ compensation insurance
5 carrier, information regarding paid sick leave, and other pertinent information.

6 59. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
8 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
9 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
10 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

11 Violation of Labor Code § 1174.5

12 60. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
13 every person employing labor in California to “[a]llow any member of the commission or the
14 employees of the Division of Labor Standards Enforcement free access to the place of business or
15 employment of the person to secure any information or make any investigation that they are
16 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
17 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
18 or papers of the person.”

19 61. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
20 every person employing labor in California to “[k]eep a record showing the names and addresses of
21 all employees employed and the ages of all minors.”

22 62. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
23 every person employing labor in California to “[k]eep, at a central location in the state or at the
24 plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
26 piece rate paid to, employees employed at the respective plants or establishments. These records
27 shall be kept in accordance with rules established for this purpose by the commission, but in any
28 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee

1 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
2 earned.”

3 63. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
4 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
5 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
6 member of the commission or employees of the division to inspect records pursuant to subdivision
7 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

8 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
9 willfully failed to keep adequate or accurate time records including wage statements and similar
10 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
11 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
12 under Labor Code section 1174.

13 65. As a direct and proximate result of the herein-described Labor Code violations,
14 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
15 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
16 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

17 Violation of Labor Code § 1197.1

18 66. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
19 person acting either individually or as an officer, agent, or employee of another person, who pays
20 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
21 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
22 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
23 Section 203 as follows:

- 24 (1) For any initial violation that is intentionally committed, one hundred dollars
25 (\$100) for each underpaid employee for each pay period for which the
26 employee is underpaid. This amount shall be in addition to an amount
27 sufficient to recover underpaid wages, liquidated damages pursuant to Section
28 1194.2, and any applicable penalties imposed pursuant to Section 203.

1 (2) For each subsequent violation for the same specific offense, two hundred fifty
2 dollars (\$250) for each underpaid employee for each pay period for which the
3 employee is underpaid regardless of whether the initial violation is
4 intentionally committed. This amount shall be in addition to an amount
5 sufficient to recover underpaid wages, liquidated damages pursuant to Section
6 1194.2, and any applicable penalties imposed pursuant to Section 203.

7 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
8 Section 203, recovered pursuant to this section shall be paid to the affected
9 employee.”

10 67. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
11 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
12 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
13 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
14 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
15 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
16 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
17 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

18 68. As a direct and proximate result of the herein-described Labor Code violations,
19 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
21 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
22 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
23 subsequent violation.

24 ///

25 Civil Penalties Under Labor Code § 2699

26 69. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
27 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
28 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or

1 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
2 action brought by an aggrieved employee on behalf of himself or herself and other current or former
3 employees pursuant to the procedures specified in Labor Code section 2699.3.

4 70. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
5 each of them, violated the Labor Code sections described in the preceding paragraphs.

6 71. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
7 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
8 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
9 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

10 72. Moreover, Plaintiff and other Aggrieved Employees within the State of California
11 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
12 connection with their herein-described claims for civil penalties.

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

PRAYER

WHEREFORE, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, , 558, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, , 558, 1174.5, 1197.1, and 2699;
- C. For equitable, including, without limitation, injunctive relief;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: August 22, 2025

BIBIYAN LAW GROUP, P.C.

BY:



MOLLY A. DESARIO
FAIK YETGIN

Attorneys for Plaintiff ARIEZ WILLIS , as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,