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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

09/20/2024

By: P. Russell Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MANY SUVANKHAM, as a proxy for the
State of California and on behalf of all similarly
aggrieved employees,

Plaintiff,

vs.

OFF DUTY SERVICES, INC., a corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. **24CV018870**

**PLAINTIFF'S REPRESENTATIVE
ACTION COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE §
226;**

DEMAND OVER \$25,000

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1 Plaintiff Many Suvankham (“Plaintiff”), hereby submits this Representative Action Complaint
2 against Defendants Off Duty Services, Inc. (“Defendant”), and Does 1-50 (hereinafter collectively
3 referred to as “Defendants”), on behalf of the State of California and all other similarly aggrieved
4 current and former employees of Defendant for penalties for failure to provide meal and rest periods,
5 pay all minimum and overtime wages, reimburse business expenses, timely pay wages, and provide
6 accurate and complete wage statements as follows:

7 **JURISDICTION AND VENUE**

8 1. This representative action is within the Court’s jurisdiction under the Private Attorneys
9 General Act (the “PAGA”), California Labor Code § 2698, *et seq.*, and the applicable Wage Orders of
10 the Industrial and Welfare Commission (the “IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in violations
12 of the California Labor Code against Defendant’s employees.

13 3. Venue is proper in Sacramento County because Plaintiff performed work for Defendant
14 in this County.

15 **PARTIES**

16 4. In or around February 2024, Plaintiff began working for Defendants as an hourly, non-
17 exempt security guard, or Armed Protection Officer. On or about July 27, 2024, Plaintiff’s employment
18 ended. Plaintiff is an aggrieved employee because Plaintiff alleges that he was subject to Defendant’s
19 violations of California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and
20 2802, and the applicable IWC Wage Orders.

21 5. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a
22 corporation doing business in the State of California providing security services.

23 6. Plaintiff is informed and believes and based thereon alleges that at all times herein
24 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
25 partnerships, licensed to do business and actually doing business in the State of California.

26 7. As such, and based upon all the facts and circumstances incident to Defendants’ business
27 in California, Defendants are subject to the Labor Code and the applicable IWC Wage Orders.

28 8. Plaintiff does not know the true names or capacities, whether individual, partner or
corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said

1 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
2 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
3 alleges that each of said fictitious Defendants was responsible in some way for the matters alleged
4 herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment
5 practices, wrongs and violations complained of herein.

6 9. At all times herein mentioned, each of said Defendants participated in the doing of the
7 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
8 and each of them, were the agents, servants, and employees of each of the other Defendants, as well as
9 the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
10 of said agency and employment.

11 10. Plaintiff is informed and believes and based thereon alleges that at all times material
12 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of,
13 or working in concert with each of the other co-Defendants and was acting within the course and scope
14 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
15 omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and
16 ratified said acts, conduct, and omissions of the acting Defendants.

17 11. At all times herein mentioned, Defendants, and each of them, were members of, and
18 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope
19 of, and in pursuance of, said joint venture, partnership, and common enterprise.

20 12. At all times herein mentioned, the acts and omissions of various Defendants, and each of
21 them, concurred and contributed to the various acts and omissions of each and all of the other
22 Defendants in proximately causing the violations as herein alleged. At all times herein mentioned,
23 Defendants, and each of them, ratified each and every act or omission complained of herein. At all
24 times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of
25 each and all of the other Defendants in proximately causing the violations as herein alleged.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AS A PROXY FOR THE STATE OF CALIFORNIA AGAINST ALL**
4 **DEFENDANTS)**

5 13. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
6 fully set forth herein.

7 14. Plaintiff brings this cause of action on behalf as a proxy for the State of California and in
8 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violation of Labor
9 Code §§ 201-203, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, and 2802, from July 17, 2023,
10 through the present.

11 15. As alleged herein, Plaintiff is an aggrieved employee. As with other non-exempt
12 employees, Plaintiff was not provided proper and accurate itemized wage statements identifying all
13 hours worked and payment for all minimum and overtime wages, as well as premium pay for missed
14 meal and rest breaks. Plaintiff was required to spend time off-the-clock maintaining and cleaning
15 Plaintiff's uniform at home. As a result, Plaintiff was not paid all applicable overtime and minimum
16 wages spent cleaning and maintaining the uniform while Plaintiff was at home. Plaintiff also worked
17 more than 5 hours in a shift for Defendants, but was not provided with off-duty meal breaks. Rather,
18 Plaintiff, as with other similarly aggrieved security guard employees, was required to take an on-duty
19 meal period. As with other similarly aggrieved security guards, Plaintiff was also required to remain on
20 premises during these meal breaks. Additionally, Plaintiff was also required to work through his rest
21 breaks, including without limitation, by remaining on premises during said breaks. Moreover,
22 Defendant provided Plaintiff and other similarly aggrieved non-exempt security guard/officer employees
23 with uniforms that they were required to wear for work. However, Plaintiff and similarly aggrieved
24 security guard/officer employees were also required to maintain, including cleaning/laundrying, such
25 uniforms at their own expenses without any reimbursement for such maintenance costs. Defendant
26 further violated Section 2802, including without limitation, by requiring Plaintiff and other security
27 guard/officer employees to maintain, clean and/or wash their uniforms at their own expense.

28 16. On or about July 17, 2024, Plaintiff sent written notice to the California Labor &
Workforce Development Agency ("LWDA") and to Defendant regarding Defendant's violations of

1 Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, and 2802, pursuant to Labor
2 Code § 2698, *et seq.*

3 17. As of the date of the filing of this Complaint, the LWDA has not provided written notice
4 as to whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice
5 and, thus, allowing Plaintiff to proceed under PAGA against Defendants for said violations. Therefore,
6 Plaintiff may seek all applicable penalties under the PAGA.

7 18. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
8 applicable remedies under the PAGA for Defendant's violation of Labor Code §§ 201-203, 226, 226.3,
9 226.7, 510, 512, 1194, 1197, 1197.1, and 2802 ,for the time periods described above on behalf of all
10 other Aggrieved Employees, including without limitation, civil penalties under Labor Code § 2699, any
11 remedies under Labor Code § 226.3, and for costs and attorneys' fees.

12 **PRAYER FOR RELIEF**

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

15 1. Upon the First Cause of Action, for civil penalties, costs and attorneys' fees pursuant to
16 Labor Code §§ 226.3 and 2699; and

17 2. For such other and further relief as the Court may deem just and proper.
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19 DATED: September 20, 2024

DIVERSITY LAW GROUP, P.C.

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21 By: 
22 Larry W. Lee
23 Attorneys for Plaintiff
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