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Attorneys for Plaintiffs LAVERTIS R. HOBSON and CHRISTIAN OSUNA, as individuals, and on behalf of all employees similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LAVERTIS R. HOBSON and CHRISTIAN
OSUNA, as individuals, and on behalf of all
similarly situated employees,

Plaintiffs,

v.

ASKARI SECURITY SERVICES, INC; and
DOES 1-50, inclusive,

Defendants.

Case No.: **24STCV21356**

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages, Including Minimum and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
4. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
5. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E));
6. Failure to Reimburse Employees for Necessary Business Expenditures (Labor Code § 2802(A)); and
7. Unfair Business Practices (Bus. Prof. Code §§ 17200 et. seq.).

DEMAND FOR JURY TRIAL

1
2 Plaintiff LAVERTIS R. HOBSON (“Plaintiffs Hobson”) and Plaintiff CHRISTIAN
3 OSUNA (“Plaintiff Osuna”) (hereinafter collectively “Plaintiffs”) on behalf of themselves and all
4 others similarly situated, complains and alleges on information and belief, as follows:

5 **INTRODUCTION**

6 1. This is a class action brought on behalf of Plaintiffs and the class they seek to
7 represent (“Plaintiffs Class”) pursuant to California Code of Civil Procedure section 382.
8 Plaintiffs Class consists of all non-exempt, hourly-paid employees currently and/or formerly
9 employed by Defendant ASKARI SECURITY SERVICES, INC. (“Defendant”) in California,
10 during the Class Period. The term “Class Period” is defined as four (4) years prior to the filing of
11 this complaint through the date of certification. Plaintiffs reserve the right to amend this complaint
12 to reflect a different “Class Period” or “Plaintiffs Class” as further discovery is conducted.

13 2. Plaintiffs individually and on behalf of the class they seek to represent, seek relief
14 against Defendant for Defendant’s practices of violating the applicable wage orders, the
15 applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all
16 wages, including minimum wages and overtime wages at the correct regular rate; (2) failure to
17 provide rest periods or payments for missed rest periods at the correct regular rate; (3) failure to
18 provide meal periods or payment for missed meals at the correct regular rate; (4) failure to timely
19 pay wages at separation; (5) failure to keep accurate payroll records; (6) failure to reimburse
20 employees for necessary business expenditures; and (7) unfair business practices as set forth more
21 fully herein. These violations concern current and past employees of Defendants.

22 3. At all relevant times herein, Defendant has consistently maintained and enforced
23 against Plaintiffs and the Plaintiffs Class the following unlawful policies and practices: (a)
24 willfully refusing to pay Plaintiffs and Plaintiffs Class for all hours worked, including minimum
25 wages; (b) willfully refusing to pay all overtime wages to Plaintiffs and Plaintiffs Class for
26 overtime hours worked; (c) willfully refusing to permit Plaintiffs and Plaintiffs Class from taking
27 meal and/or rest periods; (d) willfully refusing to compensate Plaintiffs and certain members of
28 the Plaintiffs Class all wages due and owing at the time Plaintiffs and Plaintiffs Class’

1 employment with Defendant ended; (e) willfully refusing to furnish to Plaintiffs and Plaintiffs
2 Class with accurate itemized wage statements upon payment of wages; and (f) willfully refusing
3 to reimburse Plaintiffs and Plaintiffs Class for necessary business expenditures.

4 4. Plaintiffs brings this lawsuit seeking injunctive, restitution, and monetary relief
5 against Defendants, and each of them, on behalf of Plaintiffs, individually, and on behalf of all
6 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and
7 benefits, interest, penalties, liquidated damages, attorney's fees, and costs pursuant to California
8 Labor Code sections 201, 202, 203, 204, 226, subdivision (a), 226.3, 226.7, 510, 512, 1174,
9 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California Code of Civil Procedure 1021.5,
10 and provisions of the applicable IWC Wage Order. Plaintiffs reserves the right to name additional
11 representatives throughout the State of California.

12 **JURISDICTION AND VENUE**

13 5. Venue is proper in this judicial district and the County of Los Angeles, pursuant
14 to Code of Civil Procedure section 395, because Defendant maintains its office location and
15 transacts business in this county, the obligations and liability arise in this county, and work was
16 performed by Plaintiffs and Plaintiffs Class made the subject of this action in the County of Los
17 Angeles.

18 6. Defendant employed Plaintiffs and numerous Class Members within the State of
19 California and the unlawful acts alleged herein have a direct effect on Plaintiffs and the Class
20 Members.

21 7. The California Superior Court has jurisdiction in the matter because the individual
22 claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold
23 and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court
24 and, upon information and belief, Plaintiffs and Defendant are residents of and/or domiciled in
25 the State of California. Further, there is no federal question at issue as the issues herein is based
26 solely on California Statutes and law including the California Labor Code, Industrial Welfare
27 Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions
28 Code. Thus, the above-entitled court maintains appropriate jurisdiction to hear this matter.

THE PARTIES

Plaintiffs

8. Plaintiff Hobson was employed by the Defendant from in or around April 20, 2022 through approximately October 2023. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position, and was entitled to compensation for all hours worked, including but not limited to minimum wage and overtime wages, as well as the aforementioned penalties from Defendant.

9. Plaintiff Osuna is currently employed with Defendant since November 2021. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position, and was entitled to compensation for all hours worked, including but not limited to minimum wage and overtime wages, as well as the aforementioned penalties from Defendant.

Defendant

10. Plaintiffs are informed and believe, and based thereon allege, that Defendant operates a security service business in the state of California. On information and belief, and based thereon, Plaintiffs allege that Defendant is conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

11. On information and belief, Defendant is, and was, the employer for Plaintiffs and Plaintiffs Class.

12. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the payment of wages, and the payment of rest and meal period compensation, to Plaintiffs and Plaintiffs Class by virtue of their unlawful practices, and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

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13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiffs and Plaintiffs Class.

14. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiffs also allege the acts of each Defendant are legally attributable to the other Defendants.

15. Plaintiffs are informed and believe, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

16. Plaintiffs and the Plaintiffs Class are, and at all times relevant herein have been, non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

17. Plaintiffs are informed and believe, and based thereon allege, that Defendant's policies and practices described herein are common across each of Defendant's job sites within the state of California.

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1 18. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 instituted a policy and practice against its employees wherein minimum wages and overtime
3 wages due were not paid in compliance with California law. In violation of the Labor Code and
4 IWC Wage Orders, Defendants failed to pay Plaintiffs and Class Members' earned wages by
5 failing to pay for all hours worked and failing to pay the proper minimum and overtime rates of
6 pay, among other things. Plaintiffs and Class Members were frequently required to work through
7 meal periods. Defendants failed or refused to provide premium compensation to Plaintiffs and
8 Plaintiffs Class for all late meal periods, short meal periods, and all missing meal periods.

9 19. As a matter of policy and/or practice, Defendant's compensation scheme failed to
10 pay Plaintiffs and Plaintiffs Class their minimum and overtime wages due to the aforementioned
11 off-the-clock work. The failure to pay Plaintiffs Class minimum and overtime wages for each
12 hour worked violates, among others, Labor Code sections 1194, 1197, IWC Wage Order(s), and
13 the UCL.

14 20. Plaintiffs is informed and believes, and based thereon alleges, that Defendant was
15 required to provide Plaintiffs and Plaintiffs Class with a work-free, thirty (30) minute meal period
16 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty
17 (30) minute meal period within the tenth (10th) hour of a shift for workdays in excess of ten (10)
18 hours, in compliance with Labor Code section 512. Defendant routinely denied Plaintiffs and
19 Plaintiffs Class a full, thirty (30) minute off-duty meal period when they worked in excess of six
20 (6) hours within the first five (5) hours of their shifts. On information and belief, neither Plaintiffs
21 nor Plaintiffs Class waived their lawful meal periods or received compensation from Defendant
22 for their missed meal periods.

23 21. Additionally, Defendant was obligated to provide Plaintiffs and Plaintiffs Class
24 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
25 day. Defendant prevented Plaintiffs and Plaintiffs Class from taking rest breaks throughout their
26 shifts in order to complete its jobs more quickly.

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1 22. For at least four (4) years prior to the filing of this action and through to the present,
2 Plaintiffs alleges that Defendant consistently maintained and enforced the following unlawful
3 practices and policies against its employees, in violation of California state wage and hour laws.

4 a. Defendant had a consistent policy of not paying Plaintiffs and Plaintiffs Class
5 for all hours worked;

6 b. Defendant had a consistent policy of requiring Plaintiffs Class within the State
7 of California, including Plaintiffs, to work at least five (5) hours without a
8 lawful meal period, and failing to pay such employees one (1) hour of pay at
9 the employees' regular rate of compensation for each workday that the meal
10 period was not provided, all in violation of, among others, Labor Code sections
11 201, 202, 226.7, 512, and applicable Industrial Welfare Commission Wage
12 Orders, in one or more of the following manners;

13 i. employees were required to work through their daily meal period(s), or
14 work an unlawful "on-duty meal period;" and

15 ii. employees were restricted in their ability to take a meal period prior to
16 the commencement of their fifth hour of work.

17 c. Defendant had a consistent policy of failing to provide Plaintiffs Class within
18 the State of California, including Plaintiffs, rest periods of at least (10) minutes
19 per four (4) hours worked or major fraction thereof and failing to pay such
20 employees one (1) hour of pay at the employees' regular rate of compensation
21 for each workday that the rest period is not provided, as required by California
22 state wage and hour laws, in one or more of the following manners:

23 i. employees were required to work without being provided a minimum
24 ten-minute rest period for every four (4) hours, or major fraction
25 thereof, worked and were not compensated with one hour of pay at their
26 regular rate of pay for each workday that a rest period was not
27 provided; and

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1 ii. employees were neither permitted nor authorized to take lawful rest
2 periods or leave the premises for rest periods when allegedly
3 authorized

4 d. With respect to the Plaintiffs Class who either were discharged, laid off, or
5 resigned, Defendants failed to pay them in accordance with the requirements
6 of Labor Code sections 201, 202, and 203;

7 e. Defendant failed to institute policies and procedures that ensured accurate
8 recording of all hours Plaintiffs and Plaintiffs Class worked during the class
9 period;

10 f. Defendant instituted policies and procedures that offset the necessary costs of
11 doing business on its employees. Plaintiffs and Plaintiffs class were required
12 to use their personal cellphones and clean and maintain their own uniforms.
13 Defendant failed to reimburse Plaintiffs and Plaintiff's Class for the cost of the
14 use of their personal cellphones and the cleaning and maintenance of their
15 uniforms. Defendant required Plaintiffs and Plaintiffs class to take on the
16 burden of these expenses without reimbursement in violation of Labor Code
17 section 2802.

18 23. Plaintiffs are informed and believe, and based thereon allege, that Defendant
19 willfully failed to pay Plaintiffs Class all wages earned, including minimum and overtime wage
20 and compensation for missed meal and rest periods, in a timely manner upon or after termination
21 of their employment with Defendant.

22 24. Plaintiffs are informed and believe, and based thereon allege, that Defendant
23 currently employs, and during the relevant liability period has employed hundreds of employees
24 in the State of California in non-exempt positions.

25 25. At relevant times herein, Plaintiffs and the Plaintiffs Class were employed by
26 Defendant in non-exempt hourly positions.

27 26. On information and belief, Plaintiffs allege that Defendant's actions as described
28 throughout this complaint were willful.

1 27. On information and belief, Plaintiffs allege that Defendant willfully failed to pay
2 the legal wages, including minimum and overtime wage, failed to provide legal rest and meal
3 periods, and willfully failed to pay one (1) hour's wages in lieu of rest and meal periods, when
4 each such employee quit or was discharged.

5 28. Plaintiffs, on behalf of themselves and all other Plaintiffs Class, brings this action
6 pursuant to Labor Code sections 201, 202, 203, 204, 218, 221, 226, 226.7, 510, 512, 1194, 1197,
7 and 2802, California Business and Professions Code section 17200 et seq., and Code of
8 Regulations, Title 8, section 11000 et seq., seeking unpaid wages, unpaid rest and meal period
9 compensation, penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and
10 costs.

11 29. Defendant has made it difficult to account with precision for the unlawfully
12 withheld wages for time spent working off the clock and meal and rest period compensation owed
13 to Defendant's non-exempt employees, including Plaintiffs, during the liability period, because it
14 did not implement and preserve a sufficient record-keeping method as required for non-exempt
15 employees by California Labor Code sections 226, 1174(d), and section 7 of the California Wage
16 Orders. Defendant has failed to comply with Labor Code section 226, subdivision (a) by itemizing
17 in wage statements all deductions from payment of wages and accurately reporting total hours
18 worked by Plaintiffs and the Plaintiffs Class. Plaintiffs and Plaintiffs Class are therefore entitled
19 to penalties not to exceed four thousand dollars (\$4,000.00) for each employee pursuant to Labor
20 Code section 226, subdivision (b).

21 30. Defendant has failed to comply with section 7 of the California IWC Wage Orders
22 by failing to maintain time records showing when the employee begins and ends each work
23 period, meal periods, wages earned pursuant to Labor Code section 226.7, and total daily hours
24 worked by itemizing in wage statements all deductions from payment of wages and accurately
25 reporting total hours worked by the Plaintiffs Class.

26 31. Plaintiffs, on behalf of themselves and Class Members, pursuant to Business and
27 Professions Code sections 17200-17208, also seeks injunctive relief and restitution for the unfair,
28 unlawful, or fraudulent practices alleged in this complaint.

CLASS ALLEGATIONS

32. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiffs seek to represent Classes composed of and defined as follows:

- a. All persons who are employed or have been employed by Defendant in the State of California as non-exempt, hourly-paid employees, and who, within the four (4) years of the filing of this class action complaint to the present, who work, have worked, and/or have separated their employment from Defendant as non-exempt employees that were not paid their full and complete wages as a result of Defendant's failure to pay minimum and overtime wages, and were subject to Defendant's practice and procedure of requiring them to use their personal cellphones for work related matters;
- b. All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years prior to the filing of this complaint to the present, have worked as a non-exempt employee and were not paid all wages owed, including, but not limited to, the legally requisite overtime rate or meal and rest period premiums at the correct regular rate;
- c. All persons who are employed or have been employed by Defendant as non-exempt, hourly-paid employees who, within the four years prior to the filing of this Class Action Complaint to the present, have worked as non-exempt employees and have not been provided a meal period for every five (5) hours or major fraction thereof worked per day, and were not provided one (1) hour's pay at the employees' regular rate for each day on which such meal period was not provided;
- d. All persons who are employed or have been employed by Defendant in the State of California as non-exempt, hourly-paid employees, and who, within the four (4) years prior to the filing of this Class Action Complaint to the present, have worked as non-exempt employees and have not been provided a rest

period for every four (4) hours or major fraction thereof worked per day, and were not provided compensation of one hour's pay at the employees' regular rate for each day on which such rest period was not provided;

e. All persons who have been employed by Defendant in the State of California as non-exempt, hourly-paid employees who, within the three (3) years prior to the filing of this Class Action Complaint to the present, separated their employment from Defendant and have not been paid wages pursuant to Labor Code section 203 and are owed restitution for waiting time penalties deriving from such wages;

f. All persons who are employed or have been employed by Defendant in the State of California as non-exempt, hourly-paid employees, and who, within the one (1) year prior to the filing of this class action complaint to the present, have worked as non-exempt employees and were not provided an accurate payroll record as required under Labor Code section 226 and Labor Code section 1174;

g. All persons who are employed or have been employed by Defendant in the State of California as non-exempt, hourly-paid employees, and who, within the four (4) years of the filing of this Class Action Complaint to the present, have worked and were not reimbursed for necessary business expenditures incurred as a result of performing their work for Defendant pursuant to Labor Code section 2802.

33. Plaintiffs reserve the right under rule 3.764 of the California Rules of Court, to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

34. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

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1 **A. Numerosity**

2 35. The potential members of each Class defined herein are so numerous that joinder
3 of all the members of the Class is impracticable. While the precise number of Plaintiffs Class has
4 not been determined at this time, Plaintiffs are informed and believe that Defendant currently
5 employs, and during the relevant time period employed, at least eighty (80) employees worked in
6 hourly positions as Defendant's non-exempt employees in California, who are or have been
7 affected by Defendant's unlawful practices as alleged herein.

8 36. Accounting for employee turnover during the relevant periods necessarily
9 increases this number substantially. Upon information and belief, Plaintiffs allege Defendant's
10 employment records would provide information as to the number and location of all employees
11 within the Plaintiffs Class. Joinder of all members of the proposed Classes is not practicable.

12 **B. Commonality**

13 37. Common questions of law and fact predominate over any questions affecting only
14 individual Class Members. These common questions of law and fact include, without limitation:

- 15 a. Whether Plaintiffs and Plaintiffs Class are entitled to wages from Defendant
16 under applicable IWC Wage Orders, regulations and statutes for hours worked
17 but not paid;
- 18 b. Whether Defendant violated Labor Code sections 226.7 and 512, section 10 of
19 the IWC Wage Orders, and Code of Regulations, Title 8, section 11000 et seq.
20 by failing to provide a lawful meal period to non-exempt employees within the
21 first five (5) hours of their shifts on days they worked in excess of six (6) hours
22 and by failing to compensate said employees one (1) hour's wages in lieu of
23 meal periods;
- 24 c. Whether Defendant violated Labor Code section 226.7, section 11 of the IWC
25 Wage Orders, and Cal. Code Regs., Title 8, section 11000 et seq. by failing to
26 provide daily rest periods to non-exempt employees for every four (4) hours
27 or major fraction thereof worked and by failing to compensate said employees
28 one hour's wages in lieu of rest periods;

- 1 d. Whether Defendant violated sections 201, 202, and 203 of the Labor Code by
2 failing to pay all earned wages and/or premium wages or return unlawfully
3 deducted wages due and owing at the time that any person in the Plaintiffs
4 Class employment with Defendant terminated, voluntarily or involuntarily;
5 e. Whether Defendant failed to keep accurate payroll records and provide
6 accurate itemized paystubs in violation of Labor Code section 1174, 226 (A),
7 (E);
8 f. Whether Defendant failed to Reimburse Employees for Necessary Business
9 Expenditures in violation of Labor Code section 2802, subdivision (A);
10 g. Whether Defendant violated section 17200 et seq. of the Business and
11 Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 512, 1194,
12 1199, 1174, and applicable IWC Wage Orders, which violation constitutes a
13 violation of fundamental public policy; and
14 h. Whether Plaintiffs and Class Members are entitled to equitable relief pursuant
15 to Business and Professions Code section 17200 et seq.

16 38. Plaintiffs' claims are typical of the claims of the Plaintiffs Class. Plaintiffs and the
17 Plaintiffs Class sustained injuries and damages arising out of and caused by Defendant's common
18 course of conduct in violation of California laws, regulations, and statutes as alleged herein.

19 **D. Adequacy of Representation**

20 39. Plaintiffs will fairly and adequately represent and protect the interests of the
21 Plaintiffs Class. Counsel is competent and experienced in litigating employment class actions.

22 40. A class action is superior to other available means for the fair and efficient
23 adjudication of this controversy. Individual joinder of all each person in the Plaintiffs Class is not
24 practicable, and questions of law and fact common to each Class predominate over any questions
25 affecting only individual members of the Class. Each member of the Plaintiffs Class has been
26 damaged and is entitled to recovery by reason of Defendant's unlawful policies and practices
27 alleged in the complaint.

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41. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

Failure to Pay All Wages

(Plaintiffs and Plaintiffs Class Against All Defendants)

42. Plaintiffs incorporate all previous paragraphs of this complaint as though fully set forth herein.

43. Plaintiffs allege that, Defendant maintained, and has maintained throughout the Class Period, a consistent policy and practice of failing to pay wages, including overtime, and minimum wage due for hours actually worked.

44. Plaintiffs allege that Defendant maintained, and has maintained throughout the Class Period, a consistent policy of failing to pay its employees for all hours worked. Specifically, Defendant maintained a policy of failing to record all hours Plaintiffs and Plaintiffs Class worked for time spent working off-the-clock and during meal periods. Specifically, Plaintiffs and Class Members were required to attend to work responsibilities off-the-clock such as responding to dispatch and or completing reports.

45. As a result of Defendant's unlawful acts, Plaintiffs and Plaintiffs Class have been deprived of regular wages, minimum wages, overtime wages, and compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections 1194 and 1199.

46. Defendant willfully violated the Labor Code with respect to meeting the requirements of paying all wages earned, including minimum wage, as alleged herein.

47. Plaintiffs seek to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendant's minimum wage violations including interest thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and

1 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

2 48. WHEREFORE, Plaintiffs and Plaintiffs Class request relief as described herein
3 and below.

4 **SECOND CAUSE OF ACTION**

5 **Failure to Provide Rest Periods**

6 **(Plaintiffs and Plaintiffs Class Against All Defendants)**

7 49. Plaintiffs incorporate all previous paragraphs of this complaint as though fully set
8 forth herein.

9 50. Labor Code section 226.7 provides that employers authorize and permit all
10 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

11 51. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
12 provide and employee rest periods in accordance with this section, the employer shall pay the
13 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
14 that the rest period is not provided.

15 52. Plaintiffs allege that during the class period, Defendant did not permit or authorize
16 Plaintiffs and Plaintiffs Class to take timely or compliant rest periods. Defendant failed to
17 adequately staff employees to allow Plaintiffs and Class Members an opportunity to be provided
18 timely, lawful duty-free rest periods for every four (4) hours of their shift or major fraction
19 thereof. Further, Plaintiffs and Plaintiffs Class were required to remain on Defendant's premises
20 of their post and not free to leave Defendant's premises during the rest periods.

21 53. At all times relevant hereto, Plaintiffs and Plaintiffs Class worked more than four
22 (4) hours in a workday, and ten (10) hours in a workday at times.

23 54. Plaintiffs and Plaintiffs Class did not voluntarily or willfully waive rest periods.

24 55. Defendant further failed to implement a policy to pay Plaintiffs and Plaintiffs Class
25 an additional hour of pay at their regular rate of pay for rest periods not authorized or permitted.

26 56. By failing to keep adequate records as required by sections 226 and 1174,
27 subdivision (d) of the Labor Code, Defendant has injured Plaintiffs and Plaintiffs Class and made
28 it difficult to calculate the unpaid rest period compensation (including wages, interest, and

penalties thereon) due and owing to Plaintiffs and Plaintiffs Class.

57. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiffs and Plaintiffs Class, they have been deprived of compliant rest periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code 226.7, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5.

58. WHEREFORE, Plaintiffs and Class Members request relief as described herein and below. Plaintiffs incorporates all previous paragraphs of this complaint as though fully set forth herein.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Plaintiffs and Plaintiffs Class Against All Defendants)

59. Plaintiffs incorporate all previous paragraphs of this complaint as though fully set forth herein.

60. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

61. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

62. Defendant maintains, and has maintained throughout the Class Period, a policy and practice of failing to provide lawful work-free meal periods to Plaintiffs and Plaintiffs Class, for the days on which non-exempt employees work periods in excess of six (6) hours and a second (2nd) meal period on days which non-exempt employees work periods in excess of ten (10) hours. Plaintiffs and Plaintiffs Class were routinely denied the opportunity to be completely relieved of all work duties for a 30-minute meal period as a result of Defendant's failure to provide adequate

1 staffing. In fact, if Plaintiffs and Class members were provided the opportunity to take a meal
2 period, their meal periods were interrupted because they had to still insure the location was secure,
3 including patrolling and monitoring cameras, amongst other things. Further, Plaintiffs and
4 Plaintiffs Class were required to remain on Defendant's premises and not free to leave
5 Defendant's premises during the meal periods. Defendant failed to provide Plaintiffs and
6 Plaintiffs Class with compensation for their missed meal periods.

7 63. Plaintiffs and Plaintiffs Class did not voluntarily or willfully waive meal periods.

8 64. At all times relevant hereto, the Defendants, failed to provide Plaintiffs and
9 Plaintiffs Class similarly a compliant duty-free meal period as required by Labor Code sections
10 226.7 and 512.

11 65. By virtue of the Defendant's unlawful failure to provide meal periods to Plaintiffs
12 and Plaintiffs Class, Plaintiffs and the Plaintiffs Class have been deprived of compliant meal
13 periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled
14 to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest
15 extent permissible under the Labor Code sections 226.7 and 512, applicable IWC Wage Orders,
16 Code of Civil Procedure section 1021.5, and/or any other statute.

17 66. WHEREFORE, Plaintiffs and Class Members request relief as described herein
18 and below.

19 **FOURTH CAUSE OF ACTION**

20 **Failure to Timely Pay Wages at Separation**

21 **(Plaintiffs and Plaintiffs Class Against All Defendants)**

22 67. Plaintiffs incorporate all previous paragraphs of this complaint as though fully set
23 forth herein.

24 68. During the relevant time period, Plaintiffs and formerly employed members of the
25 Plaintiffs Class resigned or were terminated from their positions with Defendants. Defendants,
26 however, willfully did not pay Plaintiffs and Plaintiffs Class all wages which were due them upon
27 their separation of employment immediately upon termination or within seventy-two (72) hours
28 of their resignation as required by Labor Code section 202, subdivision (a). Defendant failed to

1 pay Plaintiffs and Plaintiffs Class all minimum wages due which were earned throughout their
2 employment. Defendant also failed to pay premium wages for times Plaintiffs and Class Members
3 were not provided meal and/or rest breaks.

4 69. Under Labor Code sections 201, 202, and 203, Plaintiffs and Plaintiffs Class are
5 entitled to waiting time penalties for not having been paid all wages due them upon their
6 separation from employment.

7 70. Plaintiffs and Plaintiffs Class who terminated employment within four (4) years of
8 the filing of the original Complaint until the date of entry of judgment, without being paid the
9 proper payments are entitled to thirty (30) days of pay at their regular rate of pay as waiting time
10 penalties.

11 71. WHEREFORE, Plaintiffs and the Plaintiffs Class request relief as described herein
12 and below.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Keep Accurate Payroll Records**

15 **(Plaintiffs and Plaintiffs Class Against All Defendants)**

16 72. Plaintiffs incorporate by reference and reallege all previous paragraphs of this
17 complaint as though fully set forth herein.

18 73. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
19 location in California or at the plant or establishment at which the employee is employed, payroll
20 records showing the hours worked daily, and the wages paid to, each employee. Labor Code
21 section 226, subdivision (a) requires an employer to provide employees—either as a detachable
22 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
23 paid by personal check or cash—an accurate itemized wage statement in writing.

24 74. Labor Code section 226, subdivision (e) provides that if an employer knowingly
25 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
26 the total hours worked by the employee and the applicable hourly overtime rates, causing the
27 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
28 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent

violation, up to four thousand dollars (\$4,000.00). Plaintiffs are informed and believe that Defendant willfully failed to make or keep accurate records for Plaintiffs and Plaintiffs Class.

75. IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work periods, the total daily hours worked by each employee and the total hours worked in each payroll period, and applicable rates of pay. Plaintiffs allege that Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiffs and Plaintiffs Class. Specifically, Plaintiffs believe that Defendant's records do not accurately reflect where Plaintiffs and Plaintiffs Class worked during their meal and/or rest breaks. Furthermore, Defendant's records do not reflect all hours worked, specifically the hours Plaintiffs and Plaintiffs Class were required to work off the clock when Defendant intentionally did not pay them around half their overtime wages.

76. Plaintiffs are informed and believe that Defendant's failure to keep accurate payroll records, as described above, violated Labor Code sections 1174, subdivision (d) and 226, subdivision (a), and the applicable wage order.

77. Plaintiffs are informed and believe that Defendant's failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiffs and the Plaintiffs Class are entitled to statutory penalties pursuant to Labor Code sections 226 and 1174.5.

78. WHEREFORE, Plaintiffs and Plaintiffs Class request relief as described herein and below.

SIXTH CAUSE OF ACTION

Failure to Reimburse Employees for Necessary Business Expenditures

(Plaintiffs and Plaintiffs Class Against All Defendants)

79. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

80. Under California Labor Code section 2802, subdivision (a), an employer is legally to reimburse its employees for necessary business expenditures incurred as a result of performing their work.

1 81. California Labor Code section 2802 states, “An employer shall indemnify his or
2 his employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or his duties...”

4 82. Plaintiffs and Plaintiffs Class have incurred out-of-pocket losses because of
5 Defendant’s failure to reimburse Plaintiffs and Plaintiffs Class appropriately for all necessary
6 personal cell phone expenses that Plaintiffs and Plaintiffs Class incurred while performing work
7 for Defendants. To date, Defendant has failed to indemnify Plaintiffs and Plaintiffs Class for all
8 these out-of-pocket losses.

9 83. Defendant knowingly, willingly and intentionally attempted to offset the cost of
10 doing business on the Plaintiffs and Plaintiffs Class.

11 84. Defendant has and or had a practice and policy of requiring Plaintiffs and Plaintiffs
12 Class to shoulder the burden of Defendant’s cost of doing business by failing to reimburse
13 Plaintiffs and Plaintiffs Class for necessary business expenditures, specifically the cost of the use
14 of their personal cellphones and the cost of cleaning and maintaining their uniforms. Plaintiffs
15 and Plaintiffs Class had to use their personal cellphones to communicate with managers and
16 clients. Defendant failed to reimburse Plaintiffs and Plaintiffs Class for the cost of the use of their
17 personal cellphones and for the cost of cleaning and maintaining their uniforms which is required
18 in their employment. Defendant failed to reimburse Plaintiffs and Plaintiffs Class for these
19 expenditures incurred in carrying out their job duties by Plaintiffs and Plaintiffs Class under
20 Defendant’s policy.

21 85. Accordingly, Plaintiffs and Plaintiffs Class are entitled to an award of "necessary
22 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
23 fees and interest.

24 86. WHEREFORE, Plaintiffs and the Plaintiffs Class request relief as described herein
25 and below.

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1 **SEVENTH CAUSE OF ACTION**

2 **Unfair Business Practices**

3 **(Plaintiffs and Plaintiffs Class Against All Defendants)**

4 87. Plaintiffs incorporate all previous paragraphs of this complaint as though fully set
5 forth herein.

6 88. On information and belief, Plaintiffs allege that Defendant engaged in conduct and
7 maintained policies and practices that constitute false, fraudulent, unlawful, unfair, and deceptive
8 business practices in violation of Business and Professions Code section 17200 et seq. (hereinafter
9 the "Unfair Competition Law"). Plaintiffs allege that each of the following policies and practices
10 of Defendant violate the Unfair Competition Law:

- 11 a. requiring employees to work in excess of six (6) hours per day without being
12 provided a lawful meal period, and failing to compensate such employees with
13 one hour of pay at their regular rate of compensation for each workday that a
14 meal period was not provided;
- 15 b. requiring employees to work in excess of ten (10) hours per day without being
16 provided a lawful second meal period, and failing to compensate such
17 employees with one hour of pay at their regular rate of compensation for each
18 workday that a meal period was not provided;
- 19 c. requiring employees to work without being provided a minimum ten-minute
20 rest period for every four (4) hours or major fraction thereof worked, and
21 failing to compensate such employees with one (1) hour of pay at their regular
22 rate of compensation for each workday that a rest period was not provided;
- 23 d. requiring employees to work without being provided a thirty-minute (30) duty
24 free lunch period with for every five (5) hours worked;
- 25 e. for failing to institute policies and procedure that ensure accurate timekeeping
26 and accurate itemized paystubs to Plaintiffs and Plaintiffs Class;

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1 f. failing to pay all earned wages, including minimum and overtime wages, to
2 Plaintiffs and Plaintiffs Class; and

3 g. failing to reimburse Plaintiffs and Plaintiffs Class for necessary business
4 expenses.

5 89. The actions of Defendant as alleged within this Complaint constitute false,
6 fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business
7 and Professions Code section 17200 et seq.

8 90. Plaintiffs and the Plaintiffs Class are entitled to other equitable relief against such
9 unlawful practices in order to prevent future damage, for which there is no adequate remedy at
10 law, and to avoid a multiplicity of lawsuits.

11 91. As a result of its unlawful acts, Defendant has reaped and continue to reap unfair
12 benefits and unlawful profits at the expense of Plaintiffs and Plaintiffs Class. Defendant should
13 be required to restore to Plaintiffs and Class Members the wrongfully withheld wages pursuant
14 to Business and Professions Code section 17203. Plaintiffs are informed and believe, and thereon
15 allege, that Defendant has been unjustly enriched through Defendant's unlawful, unfair, and
16 fraudulent business practices as alleged throughout this Complaint. Plaintiffs are informed and
17 believe, and based thereon allege, that Plaintiffs and Plaintiffs Class are prejudiced by
18 Defendant's unfair trade practices.

19 92. As a direct and proximate result of Defendant's unfair business practices,
20 Plaintiffs, and Plaintiffs Class are entitled to equitable including full restitution of all wages which
21 have been unlawfully withheld from Plaintiffs and Plaintiffs Class as a result of the business acts
22 and practices described herein.

23 93. WHEREFORE, Plaintiffs and Plaintiffs Class request relief as described herein
24 and below and as deemed just.

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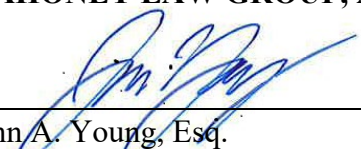
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs and Class Members pray for judgment as follows:

- 3 1. That the Court determine that this action may be maintained as a class action;
- 4 2. That Plaintiffs be appointed the representatives of each proposed Class, as
- 5 appropriate;
- 6 3. That the attorneys of record for Plaintiffs whose name appears in this complaint be
- 7 appointed class counsel;
- 8 4. For compensatory damages in an amount according to proof with interest thereon;
- 9 5. For economic and/or special damages in an amount according to proof with interest
- 10 thereon;
- 11 6. That Defendant be found to have engaged in unfair competition in violation of
- 12 Business and Professions Code section 17200 *et seq.*;
- 13 7. That Defendant be ordered to make restitution to each Class Member due to its unfair
- 14 competition, pursuant to Business and Professions Code sections 17203 and 17204;
- 15 8. For penalties to the extent permitted pursuant to the Labor Code, Orders of the
- 16 Industrial Welfare Commission, including, but not limited to, waiting time penalties
- 17 under Labor Code section 203, and penalties under Labor Code sections 226,
- 18 subdivision (e), 226.3, 210, 226.7, and 1174.5;
- 19 9. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194
- 20 and other applicable provisions of law outside the Labor Code; and
- 21 10. For such other and further relief as the Court deems just and proper.
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23 Dated: August 21, 2024

MAHONEY LAW GROUP, APC

24 
25 _____
26 John A. Young, Esq.

27 Kelli R. McTague, Esq.

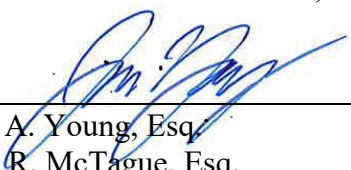
28 Attorneys for Plaintiffs LAVERTIS R. HOBSON
and CHRISTIAN OSUNA and on behalf of all
employees similarly situated

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3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs Lavertis R. Hobson and Christian Osuna hereby demands a jury trial on all
5 issues so triable.

6 Dated: August 21, 2024

MAHONEY LAW GROUP, APC

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8 
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10 John A. Young, Esq.

Kelli R. McTague, Esq.

11 Attorneys for Plaintiffs LAVERTIS R. HOBSON
12 and CHRISTIAN OSUNA and on behalf of all
13 employees similarly situated
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