

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
 Sydney Castillo-Johnson (State Bar #343881)
 Monnett De La Torre (State Bar # 272884)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292
 Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 255-9047
 Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for PLAINTIFFS

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

BRIAN BRADFORD and LISA BRADFORD,
 individuals, on behalf of themselves, and on
 behalf of all persons similarly situated,

Plaintiffs,

v.

PRUDENT SECURITY SOLUTIONS INC., a
 California corporation; MICHAEL FRANTZ
 PRUDENT, an individual, previously named as
 fictitious DOE 1; TASHANA LATRICEE
 PRUDENT, an individual, previously named as
 fictitious DOE 2; and DOES 3-50, Inclusive,

Defendants.

Case No: 23STCV04656

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 9) FAILURE TO PAY VACATION WAGES WHEN DUE;
- 10) UNLAWFUL DEDUCTIONS;
- 11) FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT IN VIOLATION OF CAL. LAB. CODE § 204;
- 12) UNPAID SICK PAY IN VIOLATION OF CAL. LAB. CODE §§ 246, *et seq.*
- 13) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ

DEMAND FOR A JURY TRIAL

PLAINTIFFS BRIAN BRADFORD and LISA BRADFORD (“PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current and former employees, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant PRUDENT SECURITY SOLUTIONS INC. (“Defendant Prudent Security”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant MICHAEL FRANTZ PRUDENT (“Defendant M. Prudent”) is an individual, previously named as fictitious DOE 1, acted as a managing agent, owner, officer, director, and/or employee of Prudent Security Solutions Inc.

3. Defendant TASHANA LATRICEE PRUDENT (“Defendant T. Prudent”) is an individual, previously named as fictitious DOE 2, acted as a managing agent, owner, officer, director, and/or employee of Prudent Security Solutions Inc.

1 4. Defendant Prudent Security, Defendant M. Prudent, and/or Defendant T. Prudent
2 were the joint employers of PLAINTIFFS as evidenced by the documents issued to PLAINTIFFS
3 and by the company PLAINTIFFS' performed work for respectively and are therefore jointly
4 responsible as employers for the conduct alleged herein as "DEFENDANTS" and/or
5 "DEFENDANT."

6 5. DEFENDANT provides security services throughout the state of California,
7 including the county of Los Angeles, where PLAINTIFF BRIAN BRADFORD and PLAINTIFF
8 LISA BRADFORD (Collectively referred to as "PLAINTIFFS" or "PLAINTIFF") worked.

9 6. PLAINTIFF BRIAN BRADFORD ("PLAINTIFF Brian Bradford") was
10 employed by DEFENDANT in California from March of 2022 to April of 2022 as a non-exempt
11 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
12 payment of minimum and overtime wages due for all time worked.

13 7. PLAINTIFF LISA BRADFORD ("PLAINTIFF Lisa Bradford") was employed by
14 DEFENDANT in California from March of 2022 to April of 2022 as a non-exempt employee,
15 paid in part an hourly basis and non-discretionary bonuses, and entitled to the legally required
16 meal and rest periods and payment of minimum and overtime wages due for all time worked.

17 8. PLAINTIFFS bring this Class Action on behalf of themselves and a California
18 class, defined as all persons who are or previously were employed by Defendant Prudent Security,
19 Defendant M. Prudent, and/or Defendant T. Prudent in California and classified as non-exempt
20 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years
21 prior to the filing of the original Complaint and ending on the date as determined by the Court
22 (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the
23 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

24 9. PLAINTIFFS bring this Class Action on behalf of themselves and a
25 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
26 incurred during the CLASS PERIOD caused by DEFENDANT's uniform policy and practice
27 which failed to lawfully compensate these employees. DEFENDANT's uniform policy and
28 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby

1 DEFENDANT retained and continues to retain wages due PLAINTIFFS and the other members
2 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
3 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
4 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
5 economically injured by DEFENDANT's past and current unlawful conduct, and all other
6 appropriate legal and equitable relief.

7 10. The true names and capacities, whether individual, corporate, subsidiary,
8 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
9 presently unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious
10 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
11 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
12 ascertained. PLAINTIFFS is informed and believes, and based upon that information and belief
13 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
14 inclusive, are responsible in some manner for one or more of the events and happenings that
15 proximately caused the injuries and damages hereinafter alleged.

16 11. The agents, servants and/or employees of the Defendants and each of them acting
17 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
18 agent, servant and/or employee of the Defendants, and personally participated in the conduct
19 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
20 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
21 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
22 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
23 Defendants' agents, servants and/or employees.

24 12. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of the
25 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
26 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
27 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
28

1 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
2 at all relevant times.

3 13. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
4 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
5 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
6 employee a wage less than the minimum fixed by California state law, and as such, are subject to
7 civil penalties for each underpaid employee.

8 14. DEFENDANT's uniform policies and practices alleged herein were unlawful,
9 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
10 wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

11 15. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction
12 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and
13 other members of the CALIFORNIA CLASS who has been economically injured by
14 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
15 relief.

16 **JURISDICTION AND VENUE**

17 16. This Court has jurisdiction over this Action pursuant to California Code of Civil
18 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
19 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
20 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

21 17. Venue is proper in this Court pursuant to California Code of Civil Procedure,
22 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
23 the CALIFORNIA CLASS across California, including in this County, and committed the
24 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

25 **THE CONDUCT**

26 18. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
28 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically

1 failed to provide legally compliant meal and rest periods, failed to accurately compensate
2 PLAINTIFFS and the other members of the CALIFORNIA CLASS for missed meal and rest
3 periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all
4 time worked, failed compensate PLAINTIFFS for off-the-clock work, failed to pay PLAINTIFFS
5 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
6 failed to compensate PLAINTIFFS and other members of the CALIFORNIA CLASS meal rest
7 premiums at the regular rate, failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS
8 Members for business expenses, and failed to issue to PLAINTIFFS and the members of the
9 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
10 applicable hourly rates in effect during the pay periods and the corresponding amount of time
11 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
12 purposefully avoid the accurate and full payment for all time worked as required by California
13 law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors
14 who comply with the law. To the extent equitable tolling operates to toll claims by the
15 CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
16 accordingly.

17 **A. Meal Period Violations**

18 19. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
19 were required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time
20 worked, meaning the time during which an employee is subject to the control of an employer,
21 including all the time the employee is suffered or permitted to work. From time to time during
22 the CLASS PERIOD, DEFENDANTS required PLAINTIFFS and CALIFORNIA CLASS
23 Members to work without paying them for all the time they were under DEFENDANTS' control.
24 Specifically, DEFENDANTS required PLAINTIFFS to work while clocked out during what was
25 supposed to be PLAINTIFFS' off-duty meal break. Indeed, there were many days where
26 PLAINTIFFS did not even receive a partial lunch. As a result, the PLAINTIFFS and other
27 CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by
28 regularly working without their time being accurately recorded and without compensation at the

1 applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not
2 to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked is evidenced
3 by DEFENDANTS' business records.

4 20. From time to time during the CLASS PERIOD, as a result of their rigorous work
5 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other
6 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
7 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
8 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
9 more than five (5) hours during some shifts without receiving a meal break. Further,
10 DEFENDANTS failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a
11 second off-duty meal period for some workdays in which these employees are required by
12 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
13 PLAINTIFFS and other CALIFORNIA CLASS Members does not qualify for the limited and
14 narrowly construed "on-duty" meal period exception. When they were provided with meal
15 periods, PLAINTIFFS and other CALIFORNIA CLASS Members were, from time to time,
16 required to remain on premises, on duty and on call. Further, from time to time, DEFENDANTS
17 required PLAINTIFFS and other CALIFORNIA CLASS Members to maintain cordless
18 communication devices in order to receive and/or respond to work-related communications during
19 their off-duty meal periods. DEFENDANTS' failure to provide PLAINTIFFS and the
20 CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
21 DEFENDANTS' business records. PLAINTIFFS and other members of the CALIFORNIA
22 CLASS therefore forfeit meal breaks without additional compensation and in accordance with
23 DEFENDANTS' strict corporate policy and practice.

24 **B. Rest Period Violations**

25 21. From time to time during the CLASS PERIOD, PLAINTIFFS and other
26 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
27 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
28 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied

1 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
2 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
3 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
4 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
5 time to time. When they were provided with rest breaks, PLAINTIFFS and other CALIFORNIA
6 CLASS Members were, from time to time, required to remain on premises, on duty and/or on call.
7 Further, from time to time, DEFENDANTS required PLAINTIFFS and other CALIFORNIA
8 CLASS Members to maintain cordless communication devices in order to receive and/or respond
9 to work-related communications during their off-duty rest periods. PLAINTIFFS and other
10 CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As
11 a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFFS
12 and other CALIFORNIA CLASS Members were from time to time denied their proper rest
13 periods by DEFENDANTS and DEFENDANTS' managers.

14 **C. Unreimbursed Business Expenses**

15 22. DEFENDANTS as a matter of corporate policy, practice, and procedure,
16 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
17 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
18 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging
19 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
20 are required to indemnify employees for all expenses incurred in the course and scope of their
21 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
24 even though unlawful, unless the employee, at the time of obeying the directions, believed them
25 to be unlawful."

26 23. In the course of their employment, DEFENDANTS required PLAINTIFFS and
27 other CALIFORNIA CLASS Members to use their personal cellular phones, personal vehicles
28 and personal computers as a result of and in furtherance of their job duties, including but not

1 limited to receiving and/or responding to work-related communications and perform work-related
2 duties. Further, DEFENDANTS from time to time also required PLAINTIFFS and other
3 CALIFORNIA CLASS Members to purchase uniforms and incur personal expenses for the
4 maintenance of said uniforms as a result of and in furtherance of their job duties. Additionally,
5 DEFENDANTS from time to time required PLAINTIFFS and other CALIFORNIA CLASS
6 Members to incur personal expenses in order to pay for company vehicle expenses including, but
7 not limited to, vehicle rentals, parking tickets and tow fees. However, DEFENDANTS unlawfully
8 failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS Members for the use of their
9 personal cellular phones, personal vehicles, personal computers and for personal expenses
10 incurred for the purchase of uniforms, maintenance of uniforms, vehicle rentals, packing tickets
11 and tow fees. As a result, in the course of their employment with DEFENDANTS, the
12 PLAINTIFFS and other CALIFORNIA CLASS Members incurred unreimbursed business
13 expenses that included, but were not limited to, costs related to the use of their personal cellular
14 phones, personal vehicles, personal computers and for personal expenses incurred for the purchase
15 of uniforms, maintenance of uniforms, vehicle rentals, packing tickets and tow fees, all on behalf
16 of and for the benefit of DEFENDANTS.

17 **D. Wage Statement Violations**

18 24. California Labor Code Section 226 required an employer to furnish its employees
19 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of the employee's social security number or an
23 employee identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 25. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
27 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
28 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also

1 failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and
2 accurate wage statements which failed to show, among other things, all deductions, the total hours
3 worked and all applicable hourly rates in effect during the pay period and the corresponding
4 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
5 meal and rest periods.

6 26. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
7 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
8 Cal. Lab. Code § 226.

9 27. As a result, DEFENDANT issued PLAINTIFFS and other members of the
10 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
11 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
12 payroll error due to clerical or inadvertent mistake.

13 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

14 28. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
15 continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS
16 for all hours worked.

17 29. During the CLASS PERIOD, from time-to-time DEFENDANT required
18 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
19 work. This resulted in PLAINTIFFS and other members of the CALIFORNIA CLASS to have
20 to work while off-the-clock.

21 30. DEFENDANT directed and directly benefited from the undercompensated off-the-
22 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

23 31. DEFENDANT controlled the work schedules, duties, and protocols, applications,
24 assignments, and employment conditions of PLAINTIFFS and the other members of the
25 CALIFORNIA CLASS.

26 32. DEFENDANT was able to track the amount of time PLAINTIFFS and the other
27 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
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1 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
2 wages earned and owed for all the work they performed.

3 33. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
4 exempt employees, subject to the requirements of the California Labor Code.

5 34. DEFENDANT's policies and practices deprived PLAINTIFFS and the other
6 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
7 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
8 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
9 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
10 pay.

11 35. DEFENDANT knew or should have known that PLAINTIFFS and the other
12 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

13 36. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
14 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
15 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
16 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
17 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
18 records.

19 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
20 **and Redeemed Sick Pay**

21 37. From time to time during the CLASS PERIOD, DEFENDANT failed and
22 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
23 Members for their overtime and double time hours worked, meal and rest period premiums, and
24 redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA CLASS Members
25 forfeited wages due to them for working overtime without compensation at the correct overtime
26 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
27 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
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1 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
2 pay in accordance with applicable law is evidenced by DEFENDANT's business records.

3 38. State law provides that employees must be paid overtime at one-and-one-half times
4 their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
6 employee's performance.

7 39. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
8 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
9 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
10 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
11 paid on an hourly basis with bonus compensation when the employees met the various
12 performance goals set by DEFENDANTS.

13 40. However, from time to time, when calculating the regular rate of pay in those pay
14 periods where PLAINTIFFS and other CALIFORNIA CLASS Members worked overtime,
15 double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned
16 non-discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary
17 bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours
18 worked rather than just all non-overtime hours worked. Management and supervisors described
19 the incentive/bonus program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFFS and other
21 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do
22 so has resulted in a systematic underpayment of overtime and double time compensation, meal
23 and rest period premium payments, and redeemed sick pay to PLAINTIFFS and other
24 CALIFORNIA CLASS Members by DEFENDANTS. Specifically, California Labor Code
25 Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the
26 same manner as the regular rate of pay for the workweek in which the non-exempt employee uses
27 paid sick time, whether or not the employee actually works overtime in that workweek.
28 DEFENDANTS' conduct, as articulated herein, by failing to include the incentive compensation

1 as part of the “regular rate of pay” for purposes of sick pay compensation was in violation of Cal.
2 Lab. Code § 246 the underpayment of which is recoverable under Cal. Lab. Code Sections 201,
3 202, 203, and/or 204.

4 41. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
6 matter of company policy, practice, and procedure, intentionally and knowingly failed to
7 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
8 rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
9 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain
10 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
11 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the
12 CLASS PERIOD should be adjusted accordingly.

13 **G. Reporting Time Violations**

14 42. Further, DEFENDANTS from time to time required PLAINTIFFS and other
15 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
16 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code
17 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, “(A) Each workday
18 an employee is required to report for work and does report, but is not put to work or is furnished
19 less than half said employee's usual or scheduled day's work, the employee shall be paid for half
20 the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four
21 (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.”
22 In addition, when DEFENDANTS required PLAINTIFFS and other CALIFORNIA CLASS
23 Members to engage in additional work, this sometimes resulted in a second reporting for work in
24 a single workday. In such a circumstance of a second reporting for work in a single workday,
25 DEFENDANT failed to pay these employees reporting time pay as required by Cal. Code Regs.,
26 tit. 8 § 11040. Subdivision 5(B) states: “If an employee is required to report for work a second
27 time in any one workday and is furnished less than two (2) hours of work on the second reporting,
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1 said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall
2 be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

3 **H. Violations for Untimely Payment of Wages**

4 43. Pursuant to California Labor Code section 204, PLAINTIFFS and the
5 CALIFORNIA CLASS members were entitled to timely payment of wages during their
6 employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not
7 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
8 meal period premium wages, and rest period premium wages within permissible time period.

9 **I. Violations for Failure to Pay Vacation Wages**

10 44. Upon PLAINTIFF'S and CALIFORNIA CLASS Members' separation of
11 employment, they had not used all of their vested vacation and thus their unused, vested vacation
12 was required to have been paid at their final rate upon separation of employment. DEFENDANT,
13 however failed to pay the vested vacation time, and when it did, it paid it at the wrong rate. As a
14 result, DEFENDANT violated Labor Code §227.3

15 **J. Unlawful Deductions**

16 45. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFFS
17 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
18 so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a result,
19 DEFENDANT violated Labor Code § 221.

20 **K. Timekeeping Manipulation**

21 46. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
22 immutable timekeeping system to accurately record and pay PLAINTIFFS and other members
23 of the CALIFORNIA CLASS for the actual time PLAINTIFFS and other members of the
24 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
25 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
26 unilaterally alter the time recorded in DEFENDANT'S timekeeping system for PLAINTIFFS
27 and other members of the CALIFORNIA CLASS in order to avoid paying these employees for
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1 all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks
2 and missed rest breaks.

3 47. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS, from
4 time-to-time, forfeited time worked by working without their time being accurately recorded and
5 without compensation at the applicable pay rates.

6 48. The mutability of the timekeeping system also allowed DEFENDANT to alter
7 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT's
8 timekeeping system so as to create the appearance that PLAINTIFFS and other members of the
9 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
10 were not at all times provided an off-duty meal break. This practice is a direct result of
11 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)
12 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

13 49. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
14 forfeited wages due them for all hours worked at DEFENDANT'S direction, control and benefit
15 for the time the timekeeping system was inoperable. DEFENDANT'S uniform policy and
16 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
17 hours worked in accordance with applicable law is evidenced by DEFENDANT'S business
18 records.

19 **L. Unlawful Rounding Practices**

20 50. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
21 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
22 CALIFORNIA CLASS Members for the actual time these employees worked each day,
23 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
24 policy and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
25 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
26 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
27 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
28 these employees for all their time worked, including the applicable overtime compensation for

1 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from
2 time to time, forfeited compensation for their time worked by working without their time being
3 accurately recorded and without compensation at the applicable overtime rates.

4 51. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
5 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members'
6 time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful
7 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
8 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
9 receiving an off-duty meal break.

10 52. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to
11 take off duty meal and rest breaks and were not fully relieved of duty for their rest and meal
12 periods. PLAINTIFFS were required to perform work as ordered by DEFENDANT for more
13 than five (5) hours during a shift without receiving an off-duty meal break. Further,
14 DEFENDANT failed to provide PLAINTIFFS with a second off-duty meal period each workday
15 in which they were required by DEFENDANT to work ten (10) hours of work. When
16 DEFENDANT provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain
17 on-duty and on-call for the rest break. DEFENDANT policy caused PLAINTIFFS to remain on-
18 call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS
19 therefore forfeited meal and rest breaks without additional compensation and in accordance with
20 DEFENDANT'S strict corporate policy and practice. Moreover, DEFENDANT also provided
21 PLAINTIFFS with paystubs that failed to comply with Cal. Lab. Code § 226. Further,
22 DEFENDANT also failed to reimburse PLAINTIFFS for required business expenses related to,
23 the use of their personal cellular phones, personal vehicles, personal computers and for personal
24 expenses incurred for the purchase of uniforms, maintenance of uniforms, vehicle rentals,
25 packing tickets and tow fees, on behalf of and in furtherance of their employment with
26 DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFFS the minimum, overtime
27 and double time compensation still owed to them or any penalty wages owed to them under Cal.
28 Lab. Code § 203. The amount in controversy for PLAINTIFFS individually does not exceed the

1 sum or value of \$75,000.

2 **CLASS ACTION ALLEGATIONS**

3 53. PLAINTIFFS bring this Class Action on behalf of themselves, and a California
4 class defined as all persons who are or previously were employed by Defendant Prudent Security,
5 Defendant M. Prudent, and/or Defendant T. Prudent in California and classified as non-exempt
6 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years
7 prior to the filing of the original Complaint and ending on the date as determined by the Court
8 (the "CLASS PERIOD").

9 54. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been
10 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
11 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
12 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
13 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
14 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

15 55. The members of the class are so numerous that joinder of all class members is
16 impractical.

17 56. Common questions of law and fact regarding DEFENDANT's conduct, including
18 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
19 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
20 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
21 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
22 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
23 wage and overtime, exist as to all members of the class and predominate over any questions
24 affecting solely any individual members of the class. Among the questions of law and fact
25 common to the class are:

- 26 a. Whether DEFENDANT maintained legally compliant meal period policies and
27 practices;

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- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

57. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

58. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFFS have the same interests as the other members of the class.

59. PLAINTIFFS will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

1 60. PLAINTIFFS retained able class counsel with extensive experience in class action
2 litigation.

3 61. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the
4 interest of the other CALIFORNIA CLASS Members.

5 62. There is a strong community of interest among PLAINTIFF and the members of
6 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
7 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
8 sustained.

9 63. The questions of law and fact common to the CALIFORNIA CLASS Members
10 predominate over any questions affecting only individual members, including legal and factual
11 issues relating to liability and damages.

12 64. A class action is superior to other available methods for the fair and efficient
13 adjudication of this controversy because joinder of all class members is impractical. Moreover,
14 since the damages suffered by individual members of the class may be relatively small, the
15 expense and burden of individual litigation makes it practically impossible for the members of the
16 class individually to redress the wrongs done to them. Without class certification and
17 determination of declaratory, injunctive, statutory, and other legal questions within the class
18 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
19 create the risk of:

- 20 a. Inconsistent or varying adjudications with respect to individual members of the
21 CALIFORNIA CLASS which would establish incompatible standards of conduct
22 for the parties opposing the CALIFORNIA CLASS; and/or,
23 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
24 which would as a practical matter be dispositive of the interests of the other
25 members not party to the adjudication or substantially impair or impeded their
26 ability to protect their interests.

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65. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

66. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

67. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

68. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

69. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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1 70. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair
2 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
3 or substantially injurious to employees, and were without valid justification or utility for which
4 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
5 Business & Professions Code, including restitution of wages wrongfully withheld.

6 71. By the conduct alleged herein, DEFENDANT's practices were deceptive and
7 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
8 mandated meal and rest periods and the required amount of compensation for missed meal and
9 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
10 necessary business expenses incurred, due to a systematic business practice that cannot be
11 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
12 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
13 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
14 restitution of wages wrongfully withheld.

15 72. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
16 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the
17 other members of the CALIFORNIA CLASS to be underpaid during their employment with
18 DEFENDANT.

19 73. By the conduct alleged herein, DEFENDANT's practices were also unfair and
20 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
21 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
22 required by Cal. Lab. Code §§ 226.7 and 512.

23 74. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
25 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
26 each workday in which a second off-duty meal period was not timely provided for each ten (10)
27 hours of work.

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1 75. PLAINTIFFS further demand on behalf of themselves and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
3 not timely provided as required by law.

4 76. By and through the unlawful and unfair business practices described herein,
5 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
9 to unfairly compete against competitors who comply with the law.

10 77. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
14 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 78. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
16 to, and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
19 business practices, including earned but unpaid wages for all time worked.

20 79. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
23 engaging in any unlawful and unfair business practices in the future.

24 PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy
25 and/or adequate remedy at law that will end the unlawful and unfair business practices of
26 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
27 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the
28 other members of the CALIFORNIA CLASS have suffered and will continue to suffer

1 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
2 engage in these unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

7 80. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 81. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANT's willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate
13 and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

14 82. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
15 policy, an employer must timely pay its employees for all hours worked.

16 83. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
17 commission is the minimum wage to be paid to employees, and the payment of a less wage than
18 the minimum so fixed is unlawful.

19 84. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
20 including minimum wage compensation and interest thereon, together with the costs of suit.

21 85. DEFENDANT maintained a uniform wage practice of paying PLAINTIFFS and
22 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
23 they work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully
24 and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of
25 the CALIFORNIA CLASS.

26 86. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
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1 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFFS
2 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 87. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately calculated the correct time worked and consequently underpaid the actual time
5 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANTS
6 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
7 of the California Labor Code, the Industrial Welfare Commission requirements and other
8 applicable laws and regulations.

9 88. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
10 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
11 minimum wage compensation for their time worked for DEFENDANT.

12 89. During the CLASS PERIOD, PLAINTIFFS and the other members of the
13 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
14 failure to pay all earned wages.

15 90. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
16 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
17 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
18 suffered and will continue to suffer an economic injury in amounts which are presently unknown
19 to them, and which will be ascertained according to proof at trial.

20 91. DEFENDANT knew or should have known that PLAINTIFFS and the other
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.
22 DEFENDANT systematically elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
24 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
25 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
26 for their time worked.

27 92. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

1 and provide them with the requisite compensation, DEFENDANT acted and continues to act
2 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
3 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 93. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
8 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
9 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
10 California Labor Code and/or other applicable statutes. To the extent minimum wage
11 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
12 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
13 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
14 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
15 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
16 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
17 recover statutory costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

22 94. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
24 Complaint.

25 95. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANT's willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
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1 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
2 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

3 96. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 97. Cal. Lab. Code § 510 provides that employees in California shall not be employed
6 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
7 they receive additional compensation beyond their regular wages in amounts specified by law.

8 98. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum and overtime compensation and interest thereon, together with the costs of
10 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
11 than those fixed by the Industrial Welfare Commission is unlawful.

12 99. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
13 were required by DEFENDANT to work for DEFENDANTS and were not paid for all the time
14 they worked, including overtime work.

15 100. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that failed to accurately record overtime worked by
18 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
19 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
20 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
21 (12) hours in a workday, and/or forty (40) hours in any workweek.

22 101. In committing these violations of the California Labor Code, DEFENDANT
23 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
24 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
25 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
26 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
27 regulations.

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102. As a direct result of DEFENDANT's unlawful wage practices as alleged herein, PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct overtime compensation for their time worked for DEFENDANT.

103. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude the causes of action contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of themselves and the CALIFORNIA CLASS based on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of California.

104. During the CLASS PERIOD, PLAINTIFFS and the other members of the CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting a failure to pay all earned wages.

105. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly required to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business records and witnessed by employees.

106. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them, and which will be ascertained according to proof at trial.

107. DEFENDANT knew or should have known that PLAINTIFFS and the other members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANT systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
4 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
5 for their overtime worked.

6 108. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANT acted and continues to act
9 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 109. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
15 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
16 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
17 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
18 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
19 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
20 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
21 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,
22 and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are
23 entitled to seek and recover statutory costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure To Provide Required Meal Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

5 110. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 111. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
9 required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as
10 required by the applicable Wage Order and Labor Code. The nature of the work performed by
11 PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from being
12 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
13 rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were often
14 not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
15 failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with legally required
16 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business
17 records. Further, DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS
18 Members with a second off-duty meal period in some workdays in which these employees were
19 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFFS and other
20 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
21 and in accordance with DEFENDANT's strict corporate policy and practice.

22 112. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
23 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
24 who were not provided a meal period, in accordance with the applicable Wage Order, one
25 additional hour of compensation at each employee's regular rate of pay for each workday that a
26 meal period was not provided.

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113. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

114. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

115. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT's business records.

116. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

3 117. As a proximate result of the aforementioned violations, PLAINTIFFS and
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Reimburse Employees For Required Expenses**

8 **(Cal. Lab. Code §§ 2802)**

9 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

10 118. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 119. Cal. Lab. Code § 2802 provides, in relevant part, that:

14 An employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her
16 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

17 120. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
18 Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS
19 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
20 benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS
21 members for expenses which included, but were not limited to, their personal cellular phones,
22 personal vehicles, and personal computers as a result of and in furtherance of their job duties,
23 including but not limited to receiving and/or responding to work-related communications and
24 perform work-related duties. Further, DEFENDANT from time to time also required
25 PLAINTIFFS and other CALIFORNIA CLASS Members to purchase uniforms and incur
26 personal expenses for the maintenance of said uniforms as a result of and in furtherance of their
27 job duties. Additionally, DEFENDANTS from time to time required PLAINTIFFS and other
28 CALIFORNIA CLASS Members to incur personal expenses in order to pay for company vehicle

1 expenses including, but not limited to, vehicle rentals, parking tickets and tow fees, all on behalf
2 of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA
3 CLASS Members were required by DEFENDANTS to purchase a recruiting computer program
4 and to use their personal cellular phones, personal vehicles and personal computers to execute
5 their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice
6 and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for
7 expenses resulting from purchasing the recruiting computer program, using their personal cellular
8 phones and personal laptops, and paying company vehicle expenses for DEFENDANT within the
9 course and scope of their employment for DEFENDANT. These expenses were necessary to
10 complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to
11 assert any waiver of this expectation. Although these expenses were necessary expenses incurred
12 by PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify
13 and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an
14 employer is required to do under the laws and regulations of California.

15 121. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred
16 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
17 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory
18 rate and costs under Cal. Lab. Code § 2802.

19 **SEVENTH CAUSE OF ACTION**

20 **Failure To Provide Accurate Itemized Statements**

21 **(Cal. Lab. Code § 226)**

22 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

23 122. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 123. Cal. Labor Code § 226 provides that an employer must furnish employees with an
27 "accurate itemized" statement in writing showing:

28 a. Gross wages earned,

- 1 b. (2) total hours worked by the employee, except for any employee whose
2 compensation is solely based on a salary and who is exempt from payment of
3 overtime under subdivision (a) of Section 515 or any applicable order of the
4 Industrial Welfare Commission,
5 c. the number of piece-rate units earned and any applicable piece rate if the employee
6 is paid on a piece-rate basis,
7 d. all deductions, provided that all deductions made on written orders of the employee
8 may be aggregated and shown as one item,
9 e. net wages earned,
10 f. the inclusive dates of the period for which the employee is paid,
11 g. the name of the employee and his or her social security number, except that by
12 January 1, 2008, only the last four digits of his or her social security number of an
13 employee identification number other than social security number may be shown
14 on the itemized statement,
15 h. the name and address of the legal entity that is the employer, and
16 i. all applicable hourly rates in effect during the pay period and the corresponding
17 number of hours worked at each hourly rate by the employee.

18 124. When DEFENDANT did not accurately record PLAINTIFFS' and other
19 CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed
20 meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal.
21 Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA
22 CLASS Members with complete and accurate wage statements which failed to show, among other
23 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked
24 and all applicable hourly rates in effect during the pay period and the corresponding amount of
25 time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal
26 and rest periods.

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125. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

126. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA CLASS herein).

EIGHTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

127. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

128. Cal. Lab. Code § 200 provides that:

As used in this article:

- (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
- (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the to be paid for is performed personally by the person demanding payment.

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1 129. Cal. Lab. Code § 201 provides, in relevant part, that “If an employer discharges
2 an employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately.”

4 130. Cal. Lab. Code § 202 provides, in relevant part, that:
5 If an employee not having a written contract for a definite period quits his or her
6 employment, his or her wages shall become due and payable not later than 72 hours
7 thereafter, unless the employee has given 72 hours previous notice of his or her intention
8 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
9 Notwithstanding any other provision of law, an employee who quits without providing a
72-hour notice shall be entitled to receive payment by mail if he or she so requests and
designates a mailing address. The date of the mailing shall constitute the date of payment
for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

10 131. There was no definite term in PLAINTIFFS’ or any CALIFORNIA CLASS
11 Members’ employment contract.

12 132. Cal. Lab. Code § 203 provides:
13 If an employer willfully fails to pay, without abatement or reduction, in accordance with
14 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
15 quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

16 133. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members
17 terminated, and DEFENDANT has not tendered payment of wages to these employees who
18 missed meal and rest breaks, as required by law.

19 134. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
20 members of the CALIFORNIA CLASS whose employment has, PLAINTIFFS demand up to
21 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
22 employees who terminated employment during the CLASS PERIOD and demand an accounting
23 and payment of all wages due, plus interest and statutory costs as allowed by law.

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1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Vacation Wages**

3 **[Cal. Lab. Code § 227.3]**

4 **(By PLAINTIFFS and the CALIFORNIA CLASS MEMBERS Against all DEFENDANTS)**

5 135. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 136. At all relevant times, California Labor Code §227.3 provides for the following:
9 Unless otherwise provided by a collective-bargaining agreement,
10 whenever a contract of employment or employer policy provides for paid vacations, and
11 an employee is terminated without having taken off his vested vacation time, all vested
12 vacation shall be paid to him as wages at his final rate in accordance with such contract
13 of employment or employer policy respecting eligibility or time served; provided,
14 however, that an employment contract or employer policy shall not provide for forfeiture
15 of vested vacation time upon termination. The Labor Commissioner or a designated
16 representative, in the resolution of any dispute with regard to vested vacation time, shall
17 apply the principles of equity and fairness.

18 137. At all times relevant, including at times throughout the four-year period preceding
19 the filing of the original complaint, PLAINTIFFS, and upon information and belief, and
20 CALIFORNIA CLASS Members were subject to an employer policy and/or contract of
21 employment that provided for paid vacations not otherwise provided by a collective-bargaining
22 agreement. Upon PLAINTIFFS' and CALIFORNIA CLASS Members' separation of
23 employment, they had not used all of their vested vacation and thus their unused, vested vacation
24 was required to have been paid at their final rate upon separation of employment. As a result of
25 the miscalculation, Defendants violated Labor Code §227.3.

26 138. PLAINTIFFS seek, on their behalf and on behalf of the CALIFORNIA CLASS,
27 all damages and remedies available under California Labor Code §227.3, including payment of
28 the vacation wages at the final rate.

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ELEVENTH CAUSE OF ACTION

For Failure to Timely Pay Wages When Due During Employment

(Violation of California Labor Code § 204)

(By PLAINTIFFS and the CLASS MEMBERS Against all DEFENDANTS)

146. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the preceding paragraphs.

147. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

148. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

149. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

150. At all times herein set forth, California Labor Code section 204 provides that all payment of wages for weekly, biweekly, or semimonthly payroll are due not more than seven calendar days following the close of the payroll period.

151. During the relevant time period, DEFENDANTS intentionally and willfully failed to pay PLAINTIFFS and other CALIFORNIA CLASS members all wages due to them, within any time period permissible under California Labor Code section 204.

152. PLAINTIFFS and other CALIFORNIA CLASS members are entitled to recover all remedies available for violations of California Labor Code section 204.

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1 **TWELFTH CAUSE OF ACTION**

2 **UNPAID SICK PAY**

3 **(Cal. Lab. Code § 246, *et seq.*)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS and against all DEFENDANT)**

5 153. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
6 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
7 of this Complaint.

8 154. Cal. Labor Code Section 246 (a)(1) mandates that “An employee who, on or after
9 July 1, 2015, works in California for the same employer for 30 or more days within a year from
10 the commencement of employment is entitled to paid sick days as specified in this section.”

11 155. Further, Cal. Labor Code Sections 246 (b)-(d) provide:

12 (b)(1) An employee shall accrue paid sick days at the rate of not less than one hour
13 per every 30 hours worked, beginning at the commencement of employment or the
14 operative date of this article, whichever is later, subject to the use and accrual
15 limitations set forth in this section.

16 (2) An employee who is exempt from overtime requirements as an
17 administrative, executive, or professional employee under a wage order of
18 the Industrial Welfare Commission is deemed to work 40 hours per
19 workweek for the purposes of this section, unless the employee’s normal
20 workweek is less than 40 hours, in which case the employee shall accrue
21 paid sick days based upon that normal workweek.

22 (3) An employer may use a different accrual method, other than providing
23 one hour per every 30 hours worked, provided that the accrual is on a regular
24 basis so that an employee has no less than 24 hours of accrued sick leave or
25 paid time off by the 120th calendar day of employment or each calendar
26 year, or in each 12-month period.

27 (4) An employer may satisfy the accrual requirements of this section by
28 providing not less than 24 hours or three days of paid sick leave that is
available to the employee to use by the completion of the employee’s 120th
calendar day of employment.

(c) An employee shall be entitled to use accrued paid sick days beginning on the
90th day of employment, after which day the employee may use paid sick days as
they are accrued.

(d) Accrued paid sick days shall carry over to the following year of employment.
However, an employer may limit an employee’s use of accrued paid sick days to
24 hours or three days in each year of employment, calendar year, or 12-month
period. This section shall be satisfied and no accrual or carryover is required if the

1 full amount of leave is received at the beginning of each year of employment,
2 calendar year, or 12-month period. The term “full amount of leave” means three
3 days or 24 hours.

4 156. From time to time, DEFENDANT failed to have a policy or practice that provided
5 PLAINTIFF and other members of the CALIFORNIA CLASS with paid sick days and/or sick pay.

6 157. Cal. Labor Code Sections 246(I)(1) mandates that “[p]aid sick time for nonexempt
7 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
8 which the employee uses paid sick time, whether or not the employee actually works overtime in
9 that workweek.”

10 158. From time-to-time, during the PLAINTIFF and other members of the
11 CALIFORNIA CLASS were compensated at an hourly rate plus either non-discretionary incentive
12 pay. As a matter of law, the incentive compensation and/or piece-rate compensation received by
13 PLAINTIFF and other members of the CALIFORNIA CLASS must be included in the “regular
14 rate of pay.”

15 159. From time-to-time during the CLASS PERIOD, in those pay periods where
16 PLAINTIFF and other members of the CALIFORNIA CLASS earned hourly compensation and
17 either non-discretionary incentive compensation, and took paid sick time, DEFENDANT failed to
18 properly calculate the regular rate of pay for purposes of compensating paid sick time by omitting
19 non-discretionary incentive pay from the regular rate of pay.

20 160. DEFENDANT’s uniform policy and practice of omitting non-discretionary
21 incentive pay and/or piece-rate pay from the regular rate of pay for purposes of paying paid sick
22 pay, resulted in the underpayment of sick pay wages to PLAINTIFF and other members of the
23 CALIFORNIA CLASS. PLAINTIFF and other members of the CALIFORNIA CLASS therefore
24 request recovery of all unpaid wages, including sick pay wages, according to proof, interest,
25 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
26 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
27 overtime compensation is determined to be owed to other members of the CALIFORNIA CLASS
28 who have terminated their employment, DEFENDANT’s conduct also violates Labor Code §§
201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under

1 Cal. Lab. Code § 203, which penalties are sought herein on behalf of other members of the
2 CALIFORNIA CLASS. DEFENDANT’S conduct as alleged herein was willful, intentional and
3 not in good faith. Further, PLAINTIFF and other members of the CALIFORNIA CLASS are
4 entitled to seek and recover statutory costs.

5 161. Cal. Lab. Code § 246(i) provides that:

6 An employer shall provide an employee with written notice that sets forth the
7 amount of paid sick leave available, or paid time off leave an employer provides in
8 lieu of sick leave, for use on either the employee’s itemized wage statement
9 described in Section 226 or in a separate writing provided on the designated pay
10 date with the employee’s payment of wages. If an employer provides unlimited paid
11 sick leave or unlimited paid time off to an employee, the employer may satisfy this
12 section by indicating on the notice or the employee’s itemized wage statement
13 “unlimited.”

14 162. From time to time, DEFENDANTS failed to furnish PLAINTIFFS and other
15 members of the CALIFORNIA CLASS with written wage statements setting forth the amount of
16 paid sick leave available to them, as required under Cal. Lab. Code §§ 246, *et seq.* As a result,
17 PLAINTIFFS and other members of the CALIFORNIA CLASS are entitled to seek and recover
18 statutory costs.

19 **THIRTEENTH CAUSE OF ACTION**

20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

21 **(Cal. Lab. Code §§2698 et seq.)**

22 **(Alleged by PLAINTIFF against all Defendants)**

23 163. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
24 herein, the prior paragraphs of this Complaint.

25 164. PAGA is a mechanism by which the State of California itself can enforce state
26 labor laws through the employee suing under the PAGA who does so as the proxy or agent of the
27 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
28 fundamentally a law enforcement action designed to protect the public and not to benefit private
parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved

1 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
2 ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

3 165. PLAINTIFFS, and such persons that may be added from time to time who satisfy
4 the requirements and exhaust the administrative procedures under the Private Attorney General
5 Act, bring this Representative Action on behalf of the State of California with respect to
6 themselves and all non-exempt employees who worked for Defendant in California during the
7 time period of March 2, 2022, until the present (the "AGGRIEVED EMPLOYEES").

8 166. On March 2, 2023, PLAINTIFFS gave written notice by certified mail to the Labor
9 and Workforce Development Agency (the "Agency") and the employer of the specific provisions
10 of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1,
11 attached hereto and incorporated by this reference herein. The statutory waiting period for
12 Plaintiffs to add these allegations to the Complaint has expired. As a result, pursuant to Section
13 2699.3, Plaintiffs may now commence a representative civil action under PAGA pursuant to
14 Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
15 EMPLOYEES as herein defined.

16 167. The policies, acts and practices heretofore described were and are an unlawful
17 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES
18 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally
19 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct
20 regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e)
21 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor
22 Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5,
23 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
24 1197.14, 1198, 1198.5, 1199, 2802, and 2804, and the applicable Industrial Wage Order(s), and
25 thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFFS hereby seek
26 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
27 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFFS
28 and the other AGGRIEVED EMPLOYEES.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 7 b. An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- 9 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFFS and the other
11 members of the CALIFORNIA CLASS; and
- 12 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANT's violations due to
14 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth,
17 Ninth, Tenth, Eleventh and Twelfth Causes of Action asserted by the
18 CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFFS and the other members
21 of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
- 23 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
24 the applicable IWC Wage Order;
- 25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

violation of Cal. Lab. Code § 226

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004;

4. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: May 31, 2023

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade
Attorney for PLAINTIFFS

DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

DATED: May 31, 2023

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade
Attorney for PLAINTIFFS

EXHIBIT 1

March 2, 2023

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

PRUDENT SECURITY SOLUTIONS INC.

c/o Michael F. Prudent
5564 Sepulveda Blvd.
Culver City, CA 90230

Sent Via Certified Mail and Return Receipt No. 7022 2410 0003 0424 4863

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiffs BRIAN BRADFORD (“Plaintiff Brian Bradford”) and LISA BRADFORD (“Plaintiff Lisa Bradford”) (collectively, “Plaintiffs”), and other aggrieved employees in a proposed lawsuit against Defendant PRUDENT SECURITY SOLUTIONS INC. (“Defendant”). Plaintiff Brian Bradford was employed by Defendant in California from March of 2022 to April of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Plaintiff Lisa Bradford was employed by Defendant in California from March of 2022 to April of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate them and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiffs seek to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiffs, and (v) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiffs reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiffs continue their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiffs and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'Jean-Claude Lapuyade', written over a large, faint, diagonal watermark that says 'EXHIBIT'.

Jean-Claude Lapuyade, Esq.