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9 Attorneys for Plaintiffs MARTIN ARTEAGA and RUSTIN RICE as individuals and on behalf
10 of all employees similarly situated

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **THE COUNTY OF LOS ANGELES**

14 MARTIN ARTEAGA and RUSTIN RICE as
15 individuals and on behalf of all similarly
16 situated employees,

17 Plaintiffs,

18 v.

19 COMMAND CENTER SECURITY, INC.,
20 KNIGHT WATCH SECURITY, INC., and
21 DOES 1 through 50, inclusive,
22 Defendants.

Case No.: BC480496

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF AND
RESTITUTION**

1. FAILURE TO PAY OVERTIME WAGES
2. FAILURE TO PROVIDE MEAL PERIODS.
3. FAILURE TO PROVIDE REST PERIODS.
4. FAILURE TO PAY WAGES UPON ENDING EMPLOYMENT.
5. FAILURE TO KEEP ACCURATE PAYROLL RECORDS (LABOR CODE §1174)
6. UNFAIR COMPETITION (BUSINESS AND PROFESSIONS CODE § 17200 ET. SEQ.)
7. VIOLATION OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEY'S GENERAL ACT (LABOR CODE §2698-2699)
8. FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES (LABOR CODE §2802)

DEMAND FOR JURY TRIAL

1 Plaintiffs MARTIN ARTEAGA and RUSTIN RICE (hereinafter "ARTEAGA" and
2 "RICE" or "PLAINTIFFS") on behalf of themselves and all employees similarly situated,
3 complains and alleges as follows:

4 I.

5 **INTRODUCTION**

6 1. This case arises out of the compensation, failure to provide rest and meal periods,
7 failure to pay all wages, failure to pay overtime and/or double-time, off the clock work and
8 failure to pay wages upon ending of employment to certain California employees of Defendant
9 COMMAND CENTER SECURITY, INC. and KNIGHT WATCH SECURITY, INC.
10 (hereinafter "Defendants"). The proposed Plaintiff Class consists of persons working in non-
11 exempt hourly positions including, but not limited to, Security Guards and related positions, who
12 were denied meal and rest breaks, were forced to work off the clock, were not paid overtime
13 and/or double time due to Defendants' unlawful business policies and/or practices, and were not
14 reimbursed for necessary business expenditures.

15 2. The Plaintiff Class includes Class members who due to Defendants' scheduling
16 were denied meal periods and commensurate pay under Labor Code § 226.7, denied rest periods
17 and commensurate pay under Labor Code § 226.7, were denied overtime as a result of working
18 through meal and/or rest breaks under Labor Code § 510 and were not paid wages owed upon end
19 of the employment relationship as required under Labor Code §§ 201, 203.

20 3. The term "Plaintiffs" refers to MARTIN ARTEAGA and RUSTIN RICE, the
21 named Plaintiff Class representatives; the term "Plaintiff Class" includes Plaintiffs and Class
22 members who were denied meal and rest breaks, were forced to work off the clock, were not
23 paid overtime and/or double time due to Defendants' unlawful business policies and/or practices,
24 and were not reimbursed for necessary business expenditures.

25 4. Plaintiffs seeks compensation for work performed and monies due themselves and
26 the Plaintiffs Class during the "Class Period," which is defined as four years prior to the filing of
27 this action through the trial date, based upon information and belief that the Defendants are
28 continuing, and will continue, their unlawful practices as described herein.

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II.

JURISDICTION AND VENUE

5. Venue is proper in this Judicial district and the County of Los Angeles, because the Defendant maintain their locations and transact business in this county, the obligations and liability arise in this county, and work was performed by Plaintiffs and members of the proposed class made the subject of this action in the County of Los Angeles, California.

6. The California Superior Court has jurisdiction in the matter because the individual claims is under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and, upon information and belief, Plaintiffs and Defendants are residents of and/or domiciled in the State of California. Further, there is no federal question at issue as the issues herein is based solely on California Statutes and law including the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

III.

THE PARTIES

A. Plaintiffs

7. Plaintiff MARTIN ARTEAGA at various times herein relevant, was an employee of the Defendant and entitled to compensation for all hours worked, overtime and/or double-time compensation, rest and meal period compensation and penalties from Defendant. Plaintiff was employed by the Defendant for at least four (4) years prior to the commencement of this action, in the County of Los Angeles at various times herein relevant. Plaintiff MARTIN ARTEAGA was employed by the Defendant during the Class Period in non-exempt hourly positions as a Security Guard. Each of the Plaintiff Class members are identifiable, current and formerly similarly situated persons who were employed in non-exempt hourly positions as including, but not limited to, Security Guards and related positions in California for the Defendant during the Class Period.

8. Plaintiff RUSTIN RICE at various times herein relevant, was an employee of the Defendant and entitled to compensation for all hours worked, overtime and/or double-time

1 compensation, rest and meal period compensation and penalties from Defendant. Plaintiff was
2 employed by the Defendant for at least four (4) years prior to the commencement of this action,
3 in the County of Los Angeles at various times herein relevant. Plaintiff RUSTIN RICE was
4 employed by the Defendant during the Class Period in non-exempt hourly positions as a Security
5 Guard. Each of the Plaintiff Class members are identifiable, current and formerly similarly
6 situated persons who were employed in non-exempt hourly positions as including, but not
7 limited to, Security Guards and related positions in California for the Defendant during the Class
8 Period.

9 **B. The Defendants**

10 9. Plaintiffs are informed and believe, and based thereon alleges that, "COMMAND
11 CENTER SECURITY, INC." is a corporation, and is and/or was the employer of Plaintiffs and
12 Plaintiff Class during the Class Period. During the liability period, Defendant employed
13 Plaintiffs and similarly situated persons and due to their failure to schedule Plaintiffs and
14 Plaintiff Class in such a manner that allowed Plaintiffs and Plaintiff Class to receive and/or take
15 their meal and/or rest breaks, Plaintiffs and Plaintiff Class were not provided and/or denied work
16 free meal and rest breaks. Defendant also failed to pay Plaintiffs and Plaintiff Class for all hours
17 worked as a result of working off the clock, failed to pay overtime and/or double-time premiums
18 for overtime hours worked, and failed to pay due and owing wages upon ending of employment
19 for employees within California. On information and belief, and based thereon alleges that
20 Defendant is conducting business in good standing in California.

21 10. Plaintiffs are informed and believe, and based thereon allege that Defendant
22 KNIGHT WATCH SECURITY, INC. is a corporation, and is and/or was the employer of
23 Plaintiffs and Plaintiff Class during the Class Period. During the liability period, Defendant
24 employed Plaintiffs and similarly situated persons and due to their failure to schedule Plaintiffs
25 and Plaintiff Class in such a manner that allowed Plaintiffs and Plaintiff Class to receive and/or
26 take their meal and/or rest breaks, Plaintiffs and Plaintiff Class were not provided and/or denied
27 work free meal and rest breaks. Defendant also failed to pay Plaintiffs and Plaintiff Class for all
28 hours worked as a result of working off the clock, failed to pay overtime and/or double-time

1 premiums for overtime hours worked, and failed to pay due and owing wages upon ending of
2 employment for employees within California. On information and belief, and based thereon
3 alleges that Defendant is conducting business in good standing in California.

4 11. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged, of the Defendant sued herein as DOES 1 through 50,
6 inclusive, but on information and belief allege that said Defendant is legally responsible for the
7 payment of overtime compensation, rest and meal period compensation and/or Labor Code § 203
8 penalties to the Plaintiff Class members by virtue of their unlawful practices, and therefore sue
9 these Defendant by such fictitious names. Plaintiffs will amend this complaint to allege the true
10 names and capacities of the DOE Defendant when ascertained.

11 11. Plaintiffs are informed and believe, and based thereon alleges, that each
12 Defendant acted in all respects pertinent to this action as the agent of the other Defendant,
13 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
14 each Defendant legally attributable to the other Defendant.

15 IV.

16 GENERAL ALLEGATIONS

17 12. California Labor Code § 1194 provides that notwithstanding any agreement to
18 work for a lesser wage, an employee receiving less than the legal overtime compensation is
19 entitled to recover in a civil action the unpaid balance of their overtime compensation, including
20 interest thereon, reasonable attorneys' fees, and costs of suit.

21 13. Further, Business and Professions Code § 17203 provides that any person who
22 engages in unfair competition may be enjoined in any court of competent jurisdiction. Business
23 and Professions Code § 17204 provides that any person who has suffered actual injury and has
24 lost money or property as a result of the unfair competition may bring an action in a court of
25 competent jurisdiction.

26 14. During all, or a portion of the Class Period, Plaintiffs and each member of the
27 Plaintiff Class was employed by Defendants and each of them, in the State of California.
28 Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under

1 one or more Industrial Welfare Commission (IWC) Wage Orders, and Labor Code § 510, and/or
2 other applicable wage orders, regulations and statutes, and each Plaintiff Class member was not
3 subject to an exemption for executive, administrative and professional employees, which
4 imposed obligations on the part of the Defendants to pay Plaintiffs and Plaintiff Class members
5 lawful overtime compensation. Plaintiffs and Plaintiff Class members were covered by one or
6 more Industrial Welfare Commission (IWC) Wage Orders, and Labor Code § 226.7 and other
7 applicable wage orders, regulations and statutes which imposed an obligation on the part of the
8 Defendants to pay Plaintiffs and Plaintiff Class members rest and meal period compensation.

9 15. During the Class Period, Defendant was obligated to pay Plaintiffs and Plaintiff
10 Class members for all hours worked.

11 16. During the Class Period, Defendants were obligated to pay Plaintiffs and Plaintiff
12 Class members overtime compensation for all hours worked over eight (8) hours of work in one
13 (1) day or forty (40) hours in one (1) week.

14 17. During the Class Period, Defendants were obligated to provide Plaintiffs and
15 Plaintiff Class members with a work free meal and/or rest period.

16 18. Plaintiffs and each Class member primarily performed non-exempt work in excess
17 of the maximum regular rate hours set by the IWC in the applicable Wage Orders, regulations or
18 statutes, and therefore entitled the Plaintiffs and Plaintiff Class members to overtime
19 compensation at time and a half rate, and when applicable, double time rates as set forth by the
20 applicable Wage Orders, regulations and/or statutes.

21 19. Class members who ended their employment during the Class Period, but were
22 not paid the above due compensation for all hours worked, overtime compensation timely upon
23 the termination of their employment as required by Labor Code §§ 201-203, and is entitled to
24 penalties as provided by California Labor Code § 203.

25 20. During the Class Period, the Defendants and each of them, required Plaintiffs and
26 Class members to work off the clock as well as overtime without lawful compensation, in
27 violation of the various applicable Wage Orders, regulations and statutes, and the Defendants:
28 (1) willfully failed and refused, and continues to fail and refuse to pay compensation for all hours

1 worked, lawful overtime compensation to the Plaintiff Class members; and (2) willfully failed
2 and refused, and continues to fail and refuse to pay due and owing wages promptly upon
3 termination of employment to Plaintiffs and certain Plaintiff Class members.

4 21. During the Class Period, the Defendants required Plaintiffs and Plaintiff Class to
5 work off the clock. Defendants also failed to reasonably ensure uninterrupted meal and/or rest
6 breaks and/or shift relief for Plaintiffs and Plaintiff Class, thereby causing members of the
7 Plaintiff Class to work without being given paid ten (10) minute rest periods for every four (4)
8 hours or major fraction thereof worked and without being given a thirty (30) minute meal period
9 for shifts of at least five (5) hours and second thirty (30) minute meal periods for shifts of at least
10 ten (10) hours during which Plaintiff Class members were relieved of all duties and free to leave
11 the premises. Defendants further failed and/or refused to schedule Plaintiffs and Plaintiff Class
12 in an overlapping manner so as to reasonably ensure meal and/or rest breaks were taken within
13 the required statutory time frame as required by law. Furthermore, Defendants failed and/or
14 refused to pay any Plaintiff Class members one (1) hour's pay at the employees' regular rate of
15 pay as premium compensation for failure to provide rest and/or meal periods or to providing
16 such rest and/or meal periods within the statutory time frame as a result of their scheduling
17 policy.

18 22. California Labor Code §2802 provides that an employer shall not indemnify an
19 employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of their duties.

21 23. During the class period, Defendants failed to reimburse Plaintiffs and Plaintiff
22 Class for business expenditures that were incurred by Plaintiffs and Plaintiff Class. Plaintiffs
23 and Plaintiff Class are entitled to damages for these losses.

24 **CLASS ALLEGATIONS**

25 22. Plaintiffs bring this action on behalf of themselves and all other similarly situated
26 employees, as a class action pursuant to California Code of Civil Procedure §382 on behalf of
27 themselves and all other similarly situated employees in the Class, which is composed of and
28 defined as follows:

1 **Class 1: "Overtime Class"**

2 All current and former California hourly employees who work or worked for Defendants
3 from March 9, 2008 through the date of judgment who worked over eight (8) hours in a day or
4 forty (40) in a week without receiving proper overtime premiums and who worked over twelve
5 (12) hours in a day without receiving proper double time premiums.

6 **Class 2: "Failure to Pay All Wages"**

7 All current and former California hourly employees of Defendants from March 9, 2008
8 through the date of judgment, who were not paid all wages due to them, including, but not
9 limited to overtime, double time, missed meal periods and missed rest periods.

10 **Class 3: "Waiting Time Class"**

11 All current and former California hourly employees of Defendants from March 9, 2008
12 through the date of judgment, who were left Defendant's employ without receiving all wages due
13 upon termination.

14 **Class 4: "Failure to Provide Meal Periods"**

15 All current and former California hourly employees of Defendants from March 9, 2008
16 through the date of judgment, who were not provided legally compliant meal periods.

17 **Subclass I:**

18 All California hourly employees who worked for Defendants from March 9, 2008
19 through the date of judgment, who were required to sign meal period waivers as a condition of
20 employment.

21 **Subclass II:**

22 All California hourly employees who worked for Defendants from March 9, 2008
23 through the date of judgment, who were not provided a thirty (30) minute meal period.

24 **Subclass III:**

25 All California hourly employees who worked for Defendants from March 9, 2008
26 through the date of judgment, who worked a shift greater than twelve (12) hours and did not
27 receive a meal period.

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1 **Subclass IV:**

2 All California hourly employees who worked for Defendants from March 9, 2008
3 through the date of judgment, who did not receive a meal period payment at the employee's
4 regular rate of pay.

5 **Class 5: "Failure to Provide Rest Breaks"**

6 All current and former California hourly employees of Defendants from March 9, 2008
7 through the date of judgment, who were not provided legally compliant rest periods.

8 **Class 6" "Failure to Reimburse"**

9 All current and former California hourly employees of Defendants from March 9, 2008
10 through the date of judgment, who were not reimbursed by Defendant for necessary business
11 expenditures.

12 23. Plaintiffs reserves the right under Rule 1855(b), California Rules of Court, to
13 amend or modify the Class description with greater specificity or further division into subclasses
14 or limitation to particular issues.

15 24. This action has been brought and may be maintained as a class action pursuant to
16 Code of Civil Procedure § 382 because there is a well-defined common interest of many persons
17 and it is impractical to bring them all before the court.

18 25. This Court should permit this action to be maintained as a class action pursuant to
19 California Code of Civil Procedure § 382 because:

- 20 (a) The questions of law and fact common to the Class predominate over any
21 question affecting only individual members;
- 22 (b) A class action is superior to any other available method for the fair and
23 efficient adjudication of the claims of the members of the Class;
- 24 (c) The Class is so numerous that it is impractical to bring all member of the
25 Class before the Court;
- 26 (d) Plaintiffs and the other members of the Class will not be able to
27 obtain effective and economic legal redress unless the action is maintained
28 as a class action;

- 1 (e) Plaintiffs and the other members of the Class will not be able to obtain
2 effective and economic legal redress unless the action is maintained as a
3 class action;
- 4 (f) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the common law and statutory violations and other
6 improprieties, and in obtaining adequate compensation for the damages
7 and injuries which Defendants' actions have inflicted upon the Class;
- 8 (g) There is a community of interest in ensuring that the combined assets and
9 available insurance of the Defendants is sufficient to adequately
10 compensate members of the Class for the injuries sustained;
- 11 (h) Without class certification, the prosecution of separate actions by
12 individual members of the Class would create a risk of:
- 13 (1) Inconsistent or varying adjudications with respect to individual
14 members of the Class which would establish incompatible standard
15 of conduct for the Defendant; and/or
- 16 (2) Adjudications with respect to the individual members which
17 would, as a practical matter, be dispositive of the interests of other
18 members not parties to the adjudications, or would substantially
19 impair or impede their ability to protect their interests, including
20 but not limited to the potential for exhausting the funds available
21 from those parties who is, or may be, responsible Defendant; and
- 22 (i) Defendants have acted or refused to act on grounds generally applicable
23 to the Class, thereby making final injunctive relief appropriate with
24 respect to the Class as a whole.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES**

3 **(Plaintiffs and Plaintiff Class Member against all Defendants)**

4 26. Plaintiffs and Plaintiff Class re-allege and incorporate paragraphs 1 through 25 of
5 this complaint as if fully alleged herein.

6 27. Plaintiffs and Plaintiff Class members regularly worked over eight (8) hours per
7 day and forty (40) hours per week. Defendants failed to pay Plaintiffs and Plaintiff Class
8 members an overtime premium and/or double-time premium for hours worked in excess of over
9 eight (8) hours per day and forty (40) hours per week for work performed for the Defendants.
10 Defendants failed to schedule Plaintiffs and Plaintiff Class members in such a manner that
11 allowed Plaintiffs and Plaintiff Class members to be relieved of their shift immediately, thereby
12 causing Plaintiffs and Plaintiff Class members to work in excess of eight (8) hours per day and/or
13 forty (40) hours per week. As such Plaintiffs and Plaintiff Class seek overtime and/or double-
14 time in an amount according to proof. Pursuant to Labor Code § 1194, the Class members seek
15 the payment of all overtime and/or double-time compensation which they earned and accrued four
16 (4) years prior to filing this complaint, according to proof.

17 28. Defendants have willfully violated the Labor Code with respect to meeting the
18 requirements of paying all wages earned, including overtime, double-time and remuneration when
19 calculating the employees regular rate of pay, as herein before alleged. Defendants have
20 intentionally excluded remuneration that must be included in all employees' regular rate of pay in
21 order to avoid payment of overtime wages and other benefits in violation of the Labor Code and
22 the order issued by the IWC. Thereby Defendants are able to reduce its overhead and operating
23 expenses and gain an unfair advantage over competing healthcare companies complying with
24 state law.

25 29. Additionally, Plaintiffs and Plaintiff Class members are entitled to attorneys fees,
26 costs, pursuant to California Labor Code § 1194 and prejudgment interest.

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FAILURE TO PROVIDE MEAL PERIOD OR COMPENSATION IN LIEU THEREOF

30. The Plaintiffs and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, paragraphs 1 through 29 as if fully alleged herein.

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

34. At all times relevant hereto, Plaintiffs and Plaintiff Class have worked more than five (5) hours in a workday.

36. At all times relevant hereto, the Defendants, and each of them, failed to schedule Plaintiffs and similarly situated persons in a manner so as to reasonably provide meal and/or work free meal period as required by Labor Code §§ 226.7 and 512.

PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT

1 such a way as to provide a meal period, and/or work free meal period to the Plaintiffs and
2 Plaintiff Class thereby causing Plaintiffs and Plaintiff Class to suffer, and will continue to suffer,
3 damages in the amounts which is presently unknown, but which exceed the jurisdictional limits
4 of this Court and which will be ascertained according to proof at trial.

5 38. Plaintiffs individually, and on behalf of the Plaintiff Class, requests recovery of
6 meal period compensation pursuant to Labor Code §226.7 which they is owed beginning four (4)
7 years prior to filing this complaint as well as the assessment of any statutory penalties against the
8 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

9 39. Further, Plaintiffs and the Plaintiff Class is entitled to seek and recover
10 reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE REST PERIOD OR COMPENSATION IN LIEU THEREOF**

13 **(Plaintiffs and Plaintiff Class Member against all Defendants)**

14 40. The Plaintiffs and Plaintiff Class re-allege and incorporate by reference, as
15 though fully set forth herein, paragraphs 1 through 39 as if fully alleged herein.

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

18 42. Labor Code §226.7(b) provides that if an employer fails to provide and employee
19 rest periods in accordance with this section, the employer shall pay the employee one (1) hour of
20 pay at the employees regular rate of compensation for each workday that the rest period is not
21 provided.

22 43. Defendants failed and or refused to implement a relief system by which Plaintiffs
23 and Plaintiff Class members could receive rest breaks and/or work free rest breaks. Furthermore,
24 due to Defendants' relief system, Plaintiffs and Plaintiff Class members did not receive their rest
25 breaks within the required statutory time frame. By and through their actions, Defendant
26 intentionally and improperly denied rest periods to the Plaintiffs and Plaintiff Class in violation
27 of Labor Code §§226.7 and 512.

28 44. At all times relevant hereto, the Plaintiffs and Plaintiff Class, have worked more

1 than four (4) hours in a workday.

2 45. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiffs
3 and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiffs and Plaintiff
4 Class have suffered, and will continue to suffer, damages, in amounts which is presently
5 unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained
6 according to proof at trial.

7 46. Plaintiffs, individually, and on behalf of employees similarly situated, requests
8 recovery of rest period compensation pursuant to Labor Code §226.7, which they is owed
9 beginning four (4) years prior to filing this complaint as well as the assessment of any statutory
10 penalties against the Defendants, in a sum as provided by the Labor Code and/or any other
11 statute. Further, the Plaintiffs and Plaintiff Class is entitled to seek and recover reasonable
12 attorneys' fees and costs pursuant to Labor Code §§218.5 and 1194.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES OF TERMINATED OR RESIGNED EMPLOYEES**

15 **(Plaintiffs and Plaintiff Class Member against all Defendants)**

16 47. The Plaintiffs and Plaintiff Class re-allege and incorporate by reference, as
17 though fully set forth herein, paragraphs 1 through 46 as if fully alleged herein.

18 48. Plaintiffs and the Plaintiff Class were required to work off the clock and as a
19 result were not compensated for all hours worked. Defendants refused and/or failed to promptly
20 compensate Plaintiffs and Plaintiff Class wages owed as a result of Defendants requiring
21 Plaintiffs and Plaintiff Class to work off the clock. Plaintiffs and the Plaintiff class were also
22 required to attend weekly meetings for which Defendant refused to compensate Plaintiffs and
23 Plaintiff Class members for such hours worked.

24 49. Plaintiffs and/or the members of the Plaintiff Class who ended their employment
25 with the Defendants during the Class Period, were entitled to be promptly paid for all hours
26 worked, lawful overtime compensation and other premiums, as required by Labor Code §§ 201-
27 203. Defendants refused and/or failed to promptly compensate Plaintiffs and Plaintiff Class
28 wages owed as a result of Plaintiffs and Plaintiff Class being required to work off the clock,

1 attend meeting that they were not paid for, as well as pay overtime and/or double-time
2 compensation as a result of working in excess of eight (8) hours per day and/or forty (40) hours
3 per week. Pursuant to Labor Code § 203, such Plaintiffs and Plaintiff Class members seek the
4 payment of penalties pursuant to Labor Code § 203, according to proof.

5 50. Accordingly, Plaintiffs and Plaintiff Class members is entitled to attorneys fees,
6 and costs, pursuant to Labor Code § 203 and prejudgment interest.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS (LABOR CODE §1174)**

9 **(Plaintiffs and Plaintiff Class Member against all Defendants)**

10 51. Plaintiff and Plaintiff Class re-alleges and incorporates by reference, as though
11 fully set forth herein, paragraphs 1 through 50 as if fully alleged herein.

12 52. Labor Code §1174(d), requires an employer to keep at a central location in
13 California or at the plant or establishment at which the employees is employed, payroll records
14 showing the hours worked daily, and the wages paid to, each employee. Plaintiffs are informed
15 and believe that Defendants willfully failed to make or keep accurate records for Plaintiffs and
16 Class members.

17 53. IWC Wage Order No.1-2001, paragraph 7(a) requires that every employer shall
18 keep accurate information with respect to each employee, including time records showing when
19 each employee begins and ends each work periods, the total daily hours worked by each
20 employee and the total hours worked in each payroll period, and applicable rates of pay.
21 Plaintiffs are informed and believe that Defendants willfully and intentionally failed to make
22 and/or keep records which accurately reflect the hours worked by Plaintiffs and Class members.
23 Specifically, Plaintiffs believe that Defendants' records do not accurately reflect all hours
24 worked by Plaintiffs and Plaintiff Class and all applicable rates of pay for Plaintiffs and Plaintiff
25 Class, including overtime rates of pay and double time rates of pay. Furthermore, Plaintiffs
26 believe that Defendants' records do not accurately reflect where Plaintiffs and Plaintiff Class
27 members worked during their meal and/or rest breaks. Furthermore, Defendants' records do not
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1 reflect all hours worked, specifically the hours Plaintiffs and Plaintiff Class was required to work
2 off the clock and for all hours spent attending weekly meetings.

3 54. Plaintiffs are informed and believe that Defendants' failure to keep accurate
4 payroll records, as described above, violated Labor Code § 1174(d) and the applicable wage
5 order. Plaintiffs and the Class members is entitled to penalties of \$100.00 and for the initial
6 violation and \$200.00 for each subsequent violation for every pay period during which these
7 records and information was not kept by Defendant.

8 55. Plaintiffs are informed and believe that Defendants' failure to keep and maintain
9 accurate records and information, as described above, was willful, and Plaintiffs and the Class is
10 entitled to a statutory penalty of \$500.00 for Plaintiffs and each Class member pursuant to Labor
11 Code § 1174.5

12 SIXTH CAUSE OF ACTION

13 UNFAIR COMPETITION

14 (Plaintiffs and Plaintiff Class Member against all Defendants)

15 56. The Plaintiffs and Plaintiff Class members re-allege and incorporate by
16 reference, as though fully set forth herein, paragraphs 1 through 55 of this complaint.

17 57. California Business and Professions Code §§ et. seq. (also referred to herein as
18 the "Unfair Business Practices Act" or "Unfair Competition Law") prohibits unfair competition
19 in the form of any unlawful, unfair or fraudulent business act or practice.

20 58. California Business and Professions Code §17204 allows "any person who has
21 suffered injury in fact and has lost money or property as a result of such unfair competition" to
22 prosecute a civil action for violation of the UCL.

23 59. Labor Code § 90.5(a) states its is the public policy of California to vigorously
24 enforce minimum labor standards in order to ensure employees is not required to work under
25 substandard and unlawful conditions, and to protect employers who comply with the law from
26 those who attempt to gain competitive advantage at the expense of their workers by failing to
27 comply with minimum labor standards.

28 60. Beginning at an exact date unknown to Plaintiffs, but at least since the date four

1 years prior to the filing of this suit, Defendants have committed acts of unfair competition as
2 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent
3 business practices and acts described in this complaint including but not limited to violations of
4 Labor Code §§ 204, 1197, 1198 of the 226.7 and 512 as well as other statutes.

5 61. The violations of these laws and regulations, as well as of the fundamental
6 California public policies protecting workers, serve as unlawful predicate acts and practices for
7 purposes of Business and Professions Code §§ 17200 et. seq.

8 62. The acts and practices described above constitute unfair, unlawful and fraudulent
9 Business Practices, and unfair competition, within the meaning of Business and Professions
10 Code §§ 17200 et. seq. Among other things, the acts and practices have forced Plaintiff and
11 other similarly situated workers to labor for many hours in a row without receiving the meal and
12 rest periods and overtime compensation, to which they is entitled by law, while enabling
13 Defendants to gain an unfair competitive advantage over law-abiding employers and
14 competitors.

15 63. As a result of Defendants' acts, Plaintiffs have suffered injury in fact in being
16 denied his statutorily entitled meal and rest periods and full compensation for hours of labor. As
17 a result of Defendants' unlawful acts of unfair competition, Plaintiffs have lost money and
18 property in the form of a loss of wages in an amount to be proven at trial.

19 64. As a direct and proximate result of the aforementioned acts and practices,
20 Plaintiffs and the Class have suffered a loss of wages in an amount to be proven at trial.

21 65. Business and Professions Code §§ 17203 provides that a court may make such
22 orders or judgments as may be necessary to prevent the use or employment by any person of any
23 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to
24 prevent Defendants from repeating their unlawful, unfair and fraudulent business acts and
25 business practices alleged above.

26 66. Business and Professions Code §§ 17203 provides that the Court may restore to
27 any person in interest any money or property that may have been acquired by means of such
28 unfair competition. Plaintiffs and the Class are entitled to restitution pursuant to Business and

1 Professions Code § 17203 for all wages and payments unlawfully withheld from employees,
2 including the fair value of the meal and rest periods taken away from them, during the four-year
3 period prior to the filing of this complaint.

4 67. Business and Professions Code §17202 provides: “Notwithstanding Section 3369
5 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture,
6 or penal law in a case of unfair competition.” Plaintiffs and Class Members are entitled to
7 enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions
8 Code §17202.

9 68. Plaintiffs’ success in this action will enforce important rights affecting the public
10 interest, and in that regard Plaintiffs sue on behalf of the general public as well as themselves
11 and others similarly situated. Plaintiffs and the Class seek and are entitled to restitution, civil
12 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

13 69. Plaintiffs herein take upon themselves enforcement of these laws and lawful
14 claims. There is a financial burden involved in pursuing this action, the action is seeking to
15 vindicate a public right, and it would be against the interests of justice to penalize Plaintiffs by
16 forcing them to pay attorneys’ fees from the recovery in this action. Attorneys’ fees is
17 appropriate pursuant to Code of Civil Procedure § 1021.5 and otherwise.

18 **SEVENTH CAUSE OF ACTION**

19 **VIOLATION OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEY'S**
20 **GENERAL ACT - CAL. LABOR CODE § 2698-2699**

21 **(Plaintiffs against All Defendants)**

22 70. The Plaintiffs and the Plaintiffs Class members re-allege and incorporate by
23 reference, as though fully set forth herein, paragraphs 1 through 69 of this complaint.

24 71. Cal. Labor Code §2698-2699 The Labor Code Private Attorney’s General Act of
25 2004 provides for a civil penalty to be assessed and collected by the Labor and Workforce
26 Development Agency, or any of its departments, divisions, commissions, boards agencies or
27 employees for a violation of the Cal. Labor Code, may be recovered through a civil action by an
28 aggrieved employee on behalf of himself or herself, and collectively on behalf of all other

1 current or former employees.

2 72. Whenever the Labor and Workforce Development Agency, or any of its
3 departments, divisions, commissions, boards agencies or employees has discretion to assess a
4 civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the
5 same limitations and conditions to assess a civil penalty.

6 73. Plaintiffs, and all non-exempt employees of Defendants are “aggrieved
7 employees” as defined by Labor Code §2699 in that they are all current or former employees of
8 Defendants, and one or more of the alleged violations was committed against them.

9 74. Prior to filing this First Amended Complaint, Plaintiff, Martin Arteaga, gave
10 written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”)
11 and to COMMAND CENTER SECURITY, INC. of the specific provisions of this code alleged
12 to have been violated, including the facts and theories to support the alleged violations as
13 required by Labor Code §2699.3.

14 75. Pursuant to Labor Code §2699.3, notwithstanding any other provision of law,
15 Plaintiffs may as a matter of right amend the existing complaint to add a cause of action under
16 Labor Code §2699 at any time within 60 days of notification by the LWDA that it did not intend
17 to investigate the alleged violations contained in Plaintiff’s Labor Code §2699 notice.

18 76. Plaintiffs assert all of the claims in this Complaint against Defendants,
19 individually and on behalf of all aggrieved employees, in their capacity as private attorneys
20 general, and seek all statutory penalties available under the Labor Code.

21 77. Pursuant to Labor Code §2699 Plaintiffs, individually and on behalf of all
22 aggrieved employees, request and are entitled to recover from Defendants; unpaid wages,
23 overtime compensation, rest and meal period compensation and penalties, waiting period wages
24 and penalties according to proof, penalties for failure to keep accurate payroll records, interest,
25 attorney’s fees and costs pursuant to Labor Code §§218.5 and 1194(a), and Labor Code §1174,
26 as well as all statutory penalties and attorneys fees against Defendants, and each of them,
27 including but not limited to:
28

1 (a.) Penalties under Labor Code §2699 in the amount of \$100 for each
2 aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved
3 employee per pay period for each subsequent violation;

4 (b.) Penalties under Code of Regulations Title 8 §11070 in the amount of \$50
5 for each aggrieved employee per pay period for the initial violation, and \$200 for each
6 aggrieved employee per pay period for each subsequent violation;

7 (c.) Penalties under Labor Code §210 in addition to and entirely independent
8 and apart from, any other penalty provided in the Labor Code in the amount of \$100 for
9 each aggrieved employee per pay period for each initial violation, and \$200 for each
10 aggrieved employee per pay period for each subsequent violation, plus 25% of the wage
11 wrongfully withheld;

12 (d.) Any and all additional penalties and sums as provided by the Cal. Labor
13 Code and/or other statutes.

14 78. In addition thereto, Plaintiffs seeks and are entitled to 50% of all penalties
15 obtained under Labor Code §2699 to be allocated to the General Fund, and 25% of all penalties
16 obtained to be allocated to the Labor and Workforce Development Agency, for education of
17 employers and employees about their rights and responsibilities under the Labor Code and 25%
18 to all aggrieved employees.

19 79. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
20 costs pursuant to Labor Code §2699, 218.5, 1174, 1194, 210 and 212 and any other applicable
21 statute.

22 EIGHTH CAUSE OF ACTION

23 FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

24 (Labor Code §2802)

25 (Plaintiffs and Plaintiff Class against all Defendants)

26 80. Plaintiffs re-allege and incorporate by reference, as though fully set forth herein,
27 paragraphs 1 through 79 of this Complaint.
28

1 81. Cal. Labor Code §2802, states "An employer shall indemnify his or her employee
2 for all necessary expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties...."

4 82. Plaintiffs and the Plaintiff Class were not reimbursed by Defendants for necessary
5 expenditures as a direct consequence of the discharge of their duties, and specifically Defendants
6 required Plaintiffs and Plaintiff Class to purchase a specific company uniform, gear and badges.

7 83. Defendants knowingly, willingly and intentionally attempted to offset the cost of
8 doing business on the Plaintiffs and Plaintiff Class.

9 84. Defendants had a corporate practice and policy of requiring Plaintiffs and Plaintiff
10 Class to shoulder the burden of Defendants' cost of doing business by failing to reimburse
11 Plaintiffs and Plaintiff Class for necessary expenditures.

12 85. Accordingly, Plaintiffs and Plaintiff Class is entitled to an award of "necessary
13 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
14 fees and interest.

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1 **PRAYER**

2 **WHEREFORE**, the Plaintiff Class prays for judgment as follows:

- 3 1. For compensatory damages according to proof;
- 4 2. For interest on any compensatory damages;
- 5 3. For statutory penalties;
- 6 4. For meal period compensation;
- 7 5. For rest period compensation;
- 8 6. For waiting time statutory amounts under Labor Code § 203;
- 9 7. For the equitable, injunctive and declaratory relief requested;
- 10 8. For disgorgement of profits;
- 11 9. Restitution;
- 12 10. Attorneys fees;
- 13 11. Cost of suit; and
- 14 12. For all such other and further relief as the Court may deem just and
- 15 proper.

16
17 Dated: March 13, 2014

MAHONEY LAW GROUP, APC

18
19 By: 
20 Kevin Mahoney, Esq.
21 Sean M. Blakely, Esq.
22 Attorneys for Plaintiff MARTIN
23 ARTEAGA and RUSTIN RICE, as
24 individuals and on behalf of all employees
25 similarly situated
26
27
28