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15 *Attorneys for Plaintiffs Aisake Manulevu,*
16 *Laurence Ricky, and Robert Tryner on behalf*
17 *of themselves, and on behalf of all persons*
18 *similarly situated,*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT

17	AISAKE MANULEVU, LAURENCE RICKY,)	No. BC409603
18	and ROBERT TRYNER, on behalf of)	
19	themselves, and on behalf of all persons similarly)	<u>Unlimited Civil Case</u>
20	situated,)	The Amount Demanded Exceeds \$10,000
21	Plaintiffs,)	
22	vs.)	FIRST AMENDED CLASS ACTION
23	PROFESSIONAL SECURITY)	COMPLAINT
24	CONSULTANTS and DOES 1 through 100,)	
25	INCLUSIVE,)	
26	Defendant(s).)	

1. This class action lawsuit arises from ongoing wrongful conduct by Defendant Professional Security Consultants (hereinafter "PSC" and/or "Defendant"), to unlawfully deduct costs and expenses from the wages owed to employees in violation of Labor Code section 221, unlawfully failing to maintain uniforms it requires its employees to wear while failing to

1 reimburse its employees for the costs of maintaining the uniforms in violation of Labor Code
2 sections 2802, unlawfully failing to pay all wages upon termination in violation of Labor Code
3 section 201, and unlawfully failing to pay all overtime wages when earned in violation of Labor
4 Code section 204 and 1194.

5 2. Defendant PSC is a corporation doing business within the State of California with
6 its principal place of business and headquarters in California. Defendant is incorporated in the
7 State of California and its headquarters are physically located in Los Angeles, California.

8 3. This action seeks relief for unremedied violations of California law, including, inter
9 alia; damages, and/or restitution, as appropriate, to members of the Class, and to victims of the
10 practices at issue, who have had costs and expenses unlawfully deducted from their wages owed in
11 violation of Labor Code § 221, who have not been reimbursed for the costs of maintaining
12 uniforms in violation of Labor Code § 2802, who failed to receive all wages due immediately
13 upon termination in violation of Labor Code section 201, and who failed to receive all overtime
14 wages due when earned in violation of Labor Code sections 204 and 1194.

15 4. The names and capacities of Defendants sued herein under California Code of Civil
16 Procedure § 474 as Does 1 through 100, inclusive, are presently not known to Plaintiff, who
17 therefore sues these Defendants by such fictitious names. Plaintiff will seek to amend this
18 Complaint and include these Doe Defendants' names and capacities when they are ascertained.
19 Each of the fictitiously named Defendants is responsible in some manner for the conduct alleged
20 herein and for the injuries suffered by plaintiff, the members of the Class and the general public.

21 5. Plaintiffs Aisake Manulevu, Laurence Ricky, and Robert Tryner ("Plaintiffs"), on
22 behalf of themselves individually and on behalf of all others similarly situated, hereby allege that
23 Defendant fails to maintain uniforms it requires Plaintiffs, and all those similarly situated, to wear
24 during employment, required Plaintiffs and those similarly situated to maintain the uniforms yet
25 fails to reimburse Plaintiffs for the costs of such maintenance, makes unlawful deductions from
26 employees' wages purportedly for the cost of the employees' uniforms, fails to pay all wages due
27 upon termination, and fails to pay all overtime wages when earned.

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1 6. Plaintiffs sue on behalf of themselves and other similarly situated security guards
2 who worked for the Defendant. This action claims that Defendant violated the wage and hour
3 provisions of California law by depriving Plaintiffs, as well as others similarly situated to the
4 named Plaintiffs, of their wages when due and reimbursement for maintaining uniforms.

5 7. For at least four years prior to the filing of this complaint, Defendant willfully
6 committed widespread violations of California labor laws.

7 8. Plaintiffs and the Class suffered common financial harm as their employer, PSC,
8 violated and continues to violate (i) multiple provisions of California's wage and hour laws,
9 including California Labor Code §§ 201, 204, 221, 300, 400-410, 1194 and 2802; (ii) the Unfair
10 Competition Law codified in California Business and Professions Code §§ 17200, et seq.; and (iii)
11 Industrial Welfare Commission Wage Order 4-2001, section 9, incorporated into the California
12 Code of Regulation.

13 9. Plaintiff Aisake Manulevu is a current employee of PSC. Plaintiff Laurence Ricky
14 is a current employee of PSC. At all times, PSC required Plaintiffs to maintain the uniforms it
15 requires Plaintiffs to wear during employment. PSC deducted \$250.00 from the wages of
16 Plaintiffs Manulevu and Ricky for a uniform deposit.

17 10. Plaintiff Robert Tryner is a former employee of PSC and was in PSC's employ
18 from November 2006 through November 10, 2008. PSC required Plaintiff Tryner to maintain the
19 uniform it required Plaintiff to wear during employment. PSC deducted \$225.00 from the wages
20 of Plaintiff Tryner for a uniform deposit. After PSC terminated Plaintiff Tryner, PSC did not
21 return Plaintiff Tryner's uniform deposit for approximately five months. PSC did not pay to
22 Plaintiff Tryner the value of any earned interest on the uniform deposit. PSC also failed to timely
23 pay overtime wages earned by Plaintiffs.

24 10. Defendant's policies regarding uniform maintenance, deductions from wages and
25 failure to pay overtime wages when due applied equally to Plaintiffs, and all others similarly
26 situated, such that all are due reimbursement and compensation for the failure to comply with the
27 Labor Code.

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1 11. PSC is, and at all relevant times was, an employer under applicable California
2 Industrial Welfare Commission Orders.

3 12. This action seeks relief on behalf of a class of persons employed in California by
4 PSC as security guards for the four-year period preceding the filing of this Complaint to the
5 present (the Class).

6 13. The class is sufficiently numerous, since it is estimated to include approximately
7 1000 or more PSC employees geographically dispersed, the joinder of whom in one action is
8 impracticable, and the disposition of whose claims in a class action will provide substantial
9 benefits to both the parties and the Court.

10 14. There is a well-defined community of interest in the questions of law and fact
11 involved affecting the parties to be represented. The questions of law and fact common to the
12 Class predominate over questions that may affect individual class members, including but not
13 limited to the following:

14 (a) Whether PSC implemented and engaged in a systematic practice whereby it
15 unlawfully failed to maintain the uniforms it required Plaintiffs and those similarly situated
16 to wear at all times during employment, required Plaintiffs and those similarly situated to
17 maintain the uniforms and failed to compensate Plaintiffs and those similarly situated for
18 said maintenance as required by law;

19 (b) Whether PSC implemented and engaged in a systematic practice whereby it
20 made unlawful deductions from wages paid to Plaintiffs and those similarly situated;

21 (c) Whether PSC implemented and engaged in a systematic practice whereby it
22 unlawfully failed to pay Plaintiffs and those similarly situated all wages due upon
23 termination;

24 (d) Whether PSC implemented and engaged in a systematic practice whereby it
25 unlawfully failed to pay Plaintiffs and those similarly situated all overtime wages due
26 when earned; and,

27 (e) Whether the systematic acts and practices of PSC as alleged herein violated,
28 inter alia, applicable provisions of the California Labor Code, including but not limited to,

1 sections 201, 204, 221, 300, 400-410, 1194, 2802 and 2698, and applicable Industrial
2 Welfare Commission Orders, and California Business & Professions Code § 17200, et seq.

3 15. Because PSC requires Plaintiffs to maintain uniforms it requires them to wear
4 during employment, subjected Plaintiffs to unlawful deductions from their wages, does not return
5 the uniform deposits upon termination, and does not pay all overtime wages due to Plaintiffs when
6 earned, Plaintiffs assert claims typical of the claims of the Class.

7 16. Plaintiffs will fairly and adequately represent and protect the interests of the Class
8 in that they have no disabling conflict of interest that would be antagonistic to those of the other
9 members of the Class. Plaintiffs retained counsel who are competent and experienced in the
10 prosecution of class action wage and hour violations.

11 17. Because Plaintiffs and the members of the Class all similarly suffered irreparable
12 harm and damages as a result of PSC's unlawful and wrongful conduct, including but not limited
13 to PSC's systematic failure to maintain required uniforms, requiring Plaintiffs and the members of
14 the Class to do so while failing to reimburse them for the costs of so doing, systematically making
15 unlawful deductions from wages owed, failure to pay all wages due upon termination, and failure
16 to pay all overtime wages when earned, proceeding as a class is especially appropriate and this
17 action will provide substantial benefits to the Class, the general public, the courts and PSC.
18 Absent this action, PSC's unlawful conduct will continue unremedied and uncorrected.

19 **FIRST CAUSE OF ACTION**

20 **(Failure to Reimburse For Maintenance of Uniforms In Violation Of Labor Code § 2802,
21 Industrial Wage Order No. 4-2001, 8 CCR § 11040)**

22 18. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing
23 paragraphs as if fully set forth herein.

24 19. During all relevant periods, Defendant provided uniforms to Plaintiffs and those
25 similarly situated and required Plaintiffs and those similarly situated to wear the uniforms at all
26 times during their employment. Defendant did not, however, maintain the uniforms. Defendant
27 required Plaintiffs and those similarly situated to maintain the uniforms. Defendant failed to
28 reimburse Plaintiffs and those similarly situated for the maintenance of the uniforms.

20. In failing to reimburse Plaintiff and class members for the maintenance of the

1 uniforms, Defendant acted maliciously, oppressively, and despicably, with the wrongful intention
2 of causing injury and hardship to Plaintiff and class members by reaping economic gain at
3 Plaintiff and class members' expense, in willful and conscious disregard of Plaintiff and class
4 members' statutory and regulatory rights.

5 21. Plaintiff and class members are therefore entitled to the relief requested below.

6 **SECOND CAUSE OF ACTION**

7 **(Failure to Pay Overtime Wages When Due And Payable, California Labor Code § 1194)**

8 22. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing
9 paragraphs as if fully set forth herein.

10 23. The Labor Code mandates that all wages earned for labor in excess of the normal
11 work period, i.e., overtime wages, shall be paid no later than the payday for the next regular work
12 period.

13 24. During all relevant periods, Plaintiffs worked in excess of eight hours per day and
14 forty hours per week, thereby incurring overtime hours payable at one and one-half times
15 Plaintiffs' hourly rate of pay.

16 25. During all relevant periods, Defendant had a regular policy and practice of not
17 paying Plaintiffs' overtime wages until one or more paydays beyond the period of time specified
18 in Labor Code section 1194.

19 26. In failing to pay all wages to Plaintiffs and similarly situated class members when
20 said wages were due and payable, Defendant acted maliciously, oppressively, and despicably, with
21 the wrongful intention of causing injury and hardship to Plaintiff and class members by reaping
22 economic gain at Plaintiff and class members' expense, in willful and conscious disregard of
23 Plaintiff and class members' statutory and regulatory rights.

24 **THIRD CAUSE OF ACTION**

25 **UNFAIR COMPETITION**
26 **(BUS. & PROF. CODE §§ 17200-17208)**

27 27. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing
28 paragraphs as if fully set forth herein.

1 28. California Labor Code section 221 prohibits Defendant from “collect[ing] or
2 receiv[ing] from an employee any part of wages theretofore paid by said employer to said
3 employee.”

4 29. I.W.C. Wage Order 4-2001, section 9(C) provides that a uniform deposit required
5 by an employer such as Defendant must be made in accordance with California Labor Code
6 section 400 et seq. California Labor Code sections 400 through 410 make it unlawful for an
7 employer to demand or accept a cash bond from an employee or applicant, except under limited
8 circumstances. In relevant part, Labor Code section 402 provides that no employer shall demand
9 or accept a cash bond unless the employee or applicant is entrusted with property of an equivalent
10 value. Labor Code section 403 requires an employer to place any lawful cash bond into a savings
11 account and prohibits an employer from withdrawing such monies except upon the joint signature
12 of the employer and the employee or applicant. Labor Code section 404 requires an employer to
13 return the cash bond to the employee or applicant with accrued interest, subject only to deductions
14 necessary to balance accounts between the employer and employee or applicant.

15 30. Labor Code section 300 makes an assignment of wages unlawful unless, among
16 other things: (a) the written consent of the spouse is attached to the assignment if the assignment
17 is made by a married person; (b) a written statement that no other assignment exists or is attached
18 to or included in the assignment; and (c) a copy of the assignment authenticated by a notary public
19 is filed.

20 31. Plaintiffs are informed and believe, and on that basis allege, that the “uniform
21 deposit” Defendant required exceeds the value of the uniforms provided to Plaintiffs and class
22 members, that Defendant does not deposit the monies withheld into interest bearing savings
23 accounts, that Defendant does not return the deposits to Plaintiffs and class members with accrued
24 interest, and that Defendant otherwise failed to comply with the provisions of Labor Code sections
25 300, 400-410, and Section 9 of I.W.C. Wage Order 4-2001. Defendant also failed to repay the
26 deposit immediately upon termination in violation of Labor Code section 201.

27 32. The unlawful wage deductions were made at the demand of Defendant, and directly
28 benefit Defendant, not Plaintiffs or class members.

1 Code section 221, violates applicable Labor Code sections and gives rise to statutory penalties as a
2 result of such conduct, including but not limited to penalties as provided by Labor Code §§ 221,
3 226, 2698, 2802, and 2699.5, and applicable Industrial Welfare Commission Wage Orders.
4 Plaintiffs, as aggrieved employees, hereby seek recovery of civil penalties as prescribed by the
5 Labor Code Private Attorney General Act of 2004 on behalf of themselves and other current and
6 former employees of Defendant against whom one or more of the violations of the Labor Code
7 was committed.

8 39. On March 13, 2009, Plaintiffs gave written notice by certified mail to the California
9 Labor and Workforce Development Agency and Professional Security Consultants of Labor Code
10 violations as prescribed by California Labor Code section 2699.3. Plaintiffs have not received
11 written notification by the LWDA of an intention to investigate the allegations set forth in
12 Plaintiffs' March 13, 2009, letter or written notice of cure by April 15, 2009, as prescribed by
13 California Labor Code section 2699.3.

14 WHEREFORE Plaintiffs pray for judgment and relief as follows:

- 15 1. An order certifying that the action may be maintained as a class action;
- 16 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
17 available under each cause of action, in an amount to be proven at trial;
- 18 3. For recovery of penalties as provided by the Labor Code Private Attorneys General
19 Act of 2004, California Labor Code § 2698;
- 20 4. Exemplary and punitive damages, as appropriate and available under each cause of
21 action, pursuant to California Civil Code § 3294;
- 22 5. An order enjoining PSC from pursuing the policies, acts, and practices complained
23 of herein;
- 24 6. Reasonable attorneys' fees pursuant to Labor Code §§ 1194, 2802 and Labor Code
25 § 2698;
- 26 7. Costs of this suit;
- 27 8. Pre- and post-judgment interest; and

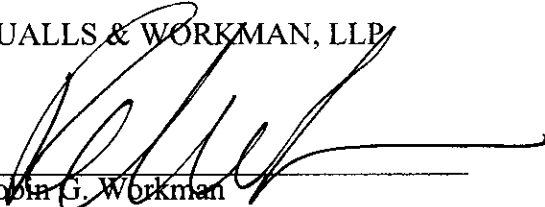
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9. Such other and further relief as the Court deems just and proper.

Date: April 21, 2009

QUALLS & WORKMAN, LLP



Robin G. Workman
Attorneys for Plaintiff