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CHARLES R. DUNAWAY, and SANDRA
11 BLACKSHER, individually and on behalf of
other persons similarly situated
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 WALTER LINARES, CHARLES
16 DUNAWAY, and SANDRA BLACKSHER,
individually and on behalf of other persons
17 similarly situated,

18 Plaintiff,

19 vs.

20
21 SECURITAS SECURITY SERVICES USA,
INC.; and DOES 1 through 50,
22

23 Defendants.
24

) Case No.

BC416555

) CLASS ACTION

) **COMPLAINT FOR DAMAGES AND
RESTITUTION**

1. Violation of Labor Code §227.3 Relating
to Vested Vacation Wages
2. Failure to Pay Reporting Time Wages
3. Failure to Pay Minimum Wages and
Overtime
4. Failure To Pay Wages Timely Upon
Termination In Violation Of Labor Code §
201 or 202
5. Unfair Competition In Violation Of Bus.
and Prof. Code §17200

DEMAND FOR JURY TRIAL

1 Plaintiffs Walter Linares, Charles Dunaway, and Sandra Blacksher (“Plaintiffs”) on behalf of
2 themselves and all others similarly situated, complain and allege as follows:

3 **INTRODUCTION**

4 1. This case arises out of Securitas Security Services USA, Inc.’s (“Securitas”) failure to
5 comply with various wage and hour laws. Plaintiffs seek to recover, on behalf of themselves and all
6 others similarly situated, unpaid vacation wages arising out of Securitas’ vacation pay policies and
7 practices that violate Labor Code Section 227.3, unpaid reporting time wages due to Securitas’ policy or
8 practice of requiring its employees to report for work without putting its employees to work, unpaid
9 minimum wages, continuation wages for Securitas’ failure to timely pay its employees final wages upon
10 their resignations or discharges within the time periods prescribed by Labor Code Sections 201 and 202,
11 and restitution of owed and unpaid monies under Business and Professions Code Section 17203.

12 **JURISDICTION AND VENUE**

13 2. Venue is proper in this Judicial district and the County of Los Angeles because work
14 was performed by Plaintiffs and other employees of Securitas in the County of Los Angeles, and
15 Securitas’ obligations under the California Labor Code to Plaintiffs and other employees of Securitas
16 arose and were breached in the County of Los Angeles.

17 3. The California Superior Court has jurisdiction in this matter because Plaintiffs are
18 residents of California and Securitas is qualified to do business in California and regularly conducts
19 business in California. Further, there is no federal question at issue as the claims herein are based
20 solely on California law.

21 **THE PARTIES**

22 **A. The Plaintiffs**

23 4. Plaintiffs were employed by Securitas in Los Angeles County, California. Plaintiff
24 Linares was employed from June 2001 to October 6, 2008. Plaintiff Dunaway was employed from
25 February 2008 to October 2008. Plaintiff Blacksher was employed from September 2006 to February
26 2009. During their employment, Plaintiffs accrued vacation pay time off that qualifies as vacation
27 under Labor Code Section 227.3. Upon their separations from employment, Plaintiffs were not paid all
28 of their accrued and unused vacation pay. In fact, Securitas has yet to pay Plaintiffs all of the unused

1 parent corporation, successor in interest, and/or predecessor in interest of some or all of the other
2 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit,
3 and bore such other relationships to some or all of the other Defendants so as to be liable for their
4 conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon
5 allege that each Defendant acted pursuant to and within the scope of the relationships alleged above,
6 that each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
7 controlled, and aided and abetted the conduct of all other Defendants.

8 CLASS ACTION ALLEGATIONS

9 10. Plaintiffs bring this action on behalf of themselves and all other similarly situated
10 persons as a class action pursuant to Code of Civil Procedure Section 382. The members of the Class
11 belong to one or more of the subclasses defined as follows:

12 **Vacation Pay Class:** All persons employed by Securitas who are eligible for vacation
13 pay under Securitas' vacation pay policy whose employment by Securitas in California
14 ended on other than their employment anniversary date at any time during the period
beginning June 26, 2005 through the date notice of class certification is mailed to the
class.

15 **Reporting Time Pay Class:** All security guards employed by Securitas in California
16 who have been required to report to a Securitas office during the period beginning June
26, 2005 through the date notice of class certification is mailed to the class, who were
17 not paid for their time at the office and/or not paid for half their normal scheduled work
time for work on the day they reported to the office.

18 **Final Pay Class:** All persons whose employment with Securitas in California ended
19 during the period beginning June 26, 2005 through the date notice of class certification is
mailed to the class.

20 11. Plaintiffs reserve the right under California Rule of Court 3.765(b) to amend or modify
21 the Class descriptions with greater specificity, by further division into subclasses, or by limitation to
22 particular issues.

23 12. This action has been brought and may be maintained as a class action pursuant to Code
24 of Civil Procedure Section 382 because there is a well-defined community of interest among many
25 persons who comprise a readily ascertainable class.

26 a. The Class members are so numerous that the individual joinder of all of them as
27 plaintiffs is impracticable. While the exact number of Class members is unknown to Plaintiffs
28 at this time, Plaintiffs are informed and believe and thereon allege that there are not less than

1 5,000 Class members. Therefore, joinder of all Class members as individual plaintiffs is
2 impracticable.

3 b. Common questions of law and fact exist as to members of the Class and
4 predominate over any questions which affect only individual members of the Class. These
5 common questions include, but are not limited to:

- 6 (1) Did Securitas' vacation pay policy violate Labor Code Section 227.3 by
7 causing forfeitures of unused accrued vacation pay?
- 8 (2) Did Securitas violate Labor Code Sections 227.3 and 201 or 202 by not
9 paying Class members their accrued and unused vacation pay upon their
10 separations from employment?
- 11 (3) Did Securitas violate Wage Order 4-2001 by failing to pay its employees
12 reporting time wages when employees reported for work but were not put
13 to work?
- 14 (4) Did Securitas violate Labor Code Section 1197 by not paying its
15 employees minimum wages for all hours worked?
- 16 (5) Did Securitas violate Labor Code Section 510 by not paying its
17 employees overtime wages for work in excess of forty (40) hours per
18 week or eight (8) hours per day?
- 19 (6) Did Securitas violate Labor Code Sections 201 and 202 by not paying
20 Class members all wages due upon separation from employment in a
21 timely manner?
- 22 (7) Is Securitas liable to members of the Final Pay Class for continuation
23 wages under Labor Code Section 203?
- 24 (8) Do Securitas' unlawful practices as alleged herein constitute unfair
25 competition in violation of Business and Professions Code Section
26 17200, et seq.?
- 27 (9) Is Securitas liable to Class members for restitution under Business and
28 Professions Code Section 17203?

1 (10) Are Class members entitled to attorney's fees?

2 (11) Are Class members entitled to interest?

3 c. Plaintiffs are members of the Class, and their claims are typical of the claims of
4 the other members of the Class. Plaintiffs are informed and believe and thereon allege that
5 Securitas has a policy or practice of: (1) failing to pay its employees their vested vacation wages
6 in violation of California law; (2) failing to pay security guards whose posts are not Securitas
7 offices reporting time wages or any wages when such employees are required to report to a
8 Securitas office; (3) paying its employees for less hours worked than reflected on their time
9 records; and (4) not timely paying employees final wages due upon the end of their employment.
10 Plaintiffs and Class members sustained injuries and damages arising out of and caused by
11 Securitas' common course of conduct in violation of laws, regulations that have the force and
12 effect of law, and statutes as alleged herein.

13 d. Plaintiffs will adequately and fairly protect the interests of the members of the
14 Class. Plaintiffs have no interest adverse to the interests of absent Class members. Plaintiffs are
15 represented by legal counsel who have substantial civil litigation class action experience in
16 employment law.

17 e. A class action is superior to other available means for fair and efficient
18 adjudication of the claims of the Class and would be beneficial for the parties and the court.
19 Class action treatment will allow a large number of similarly situated persons to prosecute their
20 common claims in a single forum, simultaneously, efficiently, and without the unnecessary
21 duplication of effort and expense that numerous individual actions would require. Further, the
22 monetary amounts due to many individual Class members are likely to be relatively small in the
23 sense of class action jurisprudence, and the burden and expense of individual litigation would
24 make it difficult or impossible for individual members of the Class to seek and obtain relief. A
25 class action will serve an important public interest by permitting such individuals to effectively
26 pursue recovery of the sums owed to them. Class litigation prevents the potential for
27 inconsistent or contradictory judgments raised by individual litigation. There are no difficulties
28 that are likely to be encountered in the management of this action that would preclude its

1 maintenance as a class action.

2 13. Plaintiffs and Class members are covered under California Industrial Welfare
3 Commission Wage Order 4-2001 regulating wages, hours, and working conditions in professional,
4 technical, clerical, mechanical, and similar occupations.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §227.3**

7 **(By Plaintiffs and the Vacation Pay Class Against all Defendants)**

8 14. Plaintiffs incorporate paragraphs 1 through 13 as though fully set forth herein.

9 15. Securitas maintains a policy whereby employees are only paid their unused and accrued
10 vacation pay if they are employed at the time of their employment anniversary date. If an employee's
11 employment ends on other than employment anniversary date pursuant to Securitas' policy, Securitas
12 does not pay them their unused and accrued vacation pay. Securitas' failure to pay employees a pro-rata
13 share of their vested vacation wages upon the end of their employment violates Labor Code Section
14 227.3 and *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774.

15 17. As a result of Securitas' conduct, Plaintiffs and other members of the Class have
16 suffered damages in an amount, subject to proof, to the extent they were not paid their vested vacation
17 pay upon the end of their employment.

18 18. Pursuant to Labor Code Section 227.3, Plaintiffs and other members of the Class are
19 entitled to recover their unpaid vacation wages, reasonable attorney's fees, and costs of suit.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY REPORTING TIME WAGES**

22 **(By Plaintiffs and the Reporting Time Pay Class against all Defendants)**

23 19. Plaintiffs incorporate paragraphs 1 through 18 as though fully set forth herein.

24 20. Wage Order 4-2001(5) requires employers to pay employees for half of their usual or
25 scheduled day's work, but in no event for less than two hours nor more than four hours, at the
26 employee's regular rate of pay, for each workday that an employee is required to report to work and
27 does report, but is not put to work or is furnished less than half of the employee's usual or scheduled
28 day's work (reporting time pay).

1 28. As a result of Securitas' unlawful conduct, Plaintiffs and other members of the Class have
2 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all
3 hours actually worked. The total amount of unpaid minimum wages owing to Plaintiffs and Class
4 members is not presently known by Plaintiffs, but is subject to proof at time of trial.

5 29. To the extent such meetings occurred during workweeks in which employees otherwise
6 worked forty (40) hours, or work days that the employees otherwise worked eight (8) hours, said Class
7 members are entitled to overtime pay for the unpaid wages at 1.5 times their regular rate.

8 30. Pursuant to Labor Code Sections 1194 and 1194.2, Plaintiffs and other members of the
9 Class are entitled to recover the full amount of their unpaid minimum wages and overtime, prejudgment
10 interest, liquidated damages (on unpaid minimum wages), reasonable attorney's fees, and costs of suit.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES TIMELY UPON TERMINATION**

13 **(By Plaintiffs and the Final Pay Class against all Defendants)**

14 31. Plaintiffs incorporate paragraphs 1 through 30 as though fully set forth herein.

15 32. The employment of Plaintiffs and the other members of the Final Pay Class by Securitas
16 ended by discharge or resignation on or after June 26, 2005.

17 33. Pursuant to Labor Code Sections 201 and 202, Plaintiffs and members of the Final Pay
18 Class were entitled, upon the end of their employment with Securitas, to timely payment of their final
19 wages (i.e., all wages earned and unpaid prior to termination). Discharged employees were entitled to
20 payment of final wages immediately upon termination. Employees who resigned were entitled to
21 payment of final wages within 72 hours after resignation or, if they gave at least 72 hours previous
22 notice, they were entitled to payment of all final wages at the time of resignation.

23 34. Securitas failed to pay Plaintiffs and members of the Final Pay Class all final wages
24 timely upon separation from employment in accordance with Labor Code Sections 201 and 202.
25 Plaintiffs are informed and believe and thereon allege that at all relevant times within the applicable
26 limitations period, Securitas maintained a policy or practice of paying terminated employees what it
27 conceded were wages owed without regard for the time payment was due under Labor Code Sections
28 201 and 202, and as to wages that were not concedely owed (e.g., wages owed pursuant to the first and

1 third causes of action), failed to pay them at all.

2 35. Securitas' failure to pay Plaintiffs and members of the Final Pay Class all wages earned
3 prior to separation from employment in accordance with Labor Code Sections 201 and 202 was willful.
4 Securitas had the ability to pay final wages in accordance with Labor Code Sections 201 and 202 but
5 intentionally adopted policies or practices incompatible with the requirements of Labor Code Sections
6 201 and 202.

7 36. Pursuant to Labor Code Section 203, Plaintiffs and members of the Final Pay Class are
8 entitled to continuation of their wages, from the day their earned and unpaid wages were due upon
9 separation until paid, up to a maximum of 30 days.

10 37. As a result of Securitas' conduct, Plaintiffs and members of the Final Pay Class have
11 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages
12 owed under Labor Code Section 203. The total amount of continuation wages owing to Plaintiffs and
13 members of the Final Pay Class is not presently known to Plaintiffs, but is subject proof at time of trial.

14 38. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and members of the Final Pay
15 Class are entitled to recover the full amount of their continuation wages under Labor Code Section 203,
16 reasonable attorney's fees, and costs of suit. Plaintiffs and members of the Final Pay Class are entitled
17 to recover interest on all due and unpaid wages and continuation wages under Labor Code Section 218.6
18 and Civil Code Section 3287(a).

19 **FIFTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

21 **(By Plaintiffs and the Class against all Defendants)**

22 39. Plaintiffs incorporate paragraphs 1 through 38 as though fully set forth herein.

23 40. The unlawful conduct of Securitas alleged herein constitutes unfair competition within
24 the meaning of Business and Professions Code Section 17200, et seq. Due to its unfair and unlawful
25 business practices in violation of the Labor Code, Securitas has gained a competitive advantage over
26 other comparable companies doing business in the State of California that comply with their obligations
27 to pay employees vested vacation wages, reporting time wages, minimum wages, and final wages timely
28 upon termination as required by law.

1 41. As a result of Securitas' unfair competition as alleged herein, Plaintiffs and members of
2 the Class have suffered injury in fact and lost money or property. Plaintiffs and members of the Class
3 were not paid their unused and accrued vacation wages in violation of Labor Code Section 227.3.
4 Plaintiffs and members of the Class were not paid reporting time wages when they reported to work but
5 were not put to work. Plaintiffs and members of the Class were deprived of their rights to minimum and
6 overtime wages for all hours worked. Plaintiffs and members of the Class were also deprived of their
7 rights to timely payment of final wages in accordance with Labor Code Section 201 or 202 and were not
8 paid continuation wages owed to them under Labor Code Section 203.

9 42. Pursuant to Business and Professions Code Section 17203, Plaintiffs and members of the
10 Class are entitled to restitution of all the unpaid monies and continuation wages and interest thereon
11 rightfully belonging to them that Securitas failed to pay them and wrongfully retained for itself by means
12 of its unlawful and unfair business practices. Plaintiffs and members of the Class have a vested property
13 interest in all the monies and continuation wages that Securitas was legally required to pay to them.

14 43. Plaintiffs and members of the Class are entitled to recover reasonable attorney's fees in
15 connection with their unfair competition claims pursuant to Code of Civil Procedure Section 1021.5, the
16 substantial benefit doctrine, and/or the common fund doctrine.

17

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for
20 relief and judgment against Defendants as follows:

- 21 A. An order that the action be certified as a class action;
- 22 B. An order that Plaintiffs be appointed representatives of the Class;
- 23 C. An order that counsel for Plaintiffs be appointed as counsel for the Class;
- 24 D. Judgment in favor of Plaintiffs and the Class and against Defendants;
- 25 E. Damages according to proof;
- 26 F. Restitution of all monies rightfully belonging to Plaintiffs and the Class that Defendants
27 failed to pay to them and wrongfully retained for themselves;
- 28 G. Pre-judgment interest;

- 1 H. Reasonable attorney's fees;
2 I. Costs of suit; and
3 J. Such other relief as is required by law and which the Court deems just and proper.
4

5 DATED: June 26, 2009

SPIRO MOSS LLP

6 By: 
7

GREGORY E. GIVENS

Attorneys for Plaintiffs

8 WALTER LINARES, CHARLES DUNAWAY, and
9 SANDRA BLACKSHER

10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs demand a trial by jury for themselves and the Class on all claims so triable.
12

13 DATED: June 26, 2009

SPIRO MOSS LLP

14 By: 
15

GREGORY E. GIVENS

Attorneys for Plaintiffs

16 WALTER LINARES, CHARLES DUNAWAY, and
17 SANDRA BLACKSHER
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