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OF ORIGINAL FILED
Los Angeles Superior Court

APR 01 2008

John A. Clarke, Executive Officer/Clerk

By *D.M. Swain*, Deputy
D.M. SWAIN

12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 BC388191

15 RANDOLPH CASTRO, individually,
16 and on behalf of all others similarly
17 situated,

18 Plaintiffs,

19 vs.

20 ALLIANCE INTERNATIONAL
21 SECURITY, INC., STANDARD
22 PARKING CORPORATION and DOES
23 1 through 100, inclusive,

24 Defendants.

Case No.:

CLASS ACTION

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

25 Representative Plaintiff alleges as follows:

26 **PRELIMINARY STATEMENT**

27 1. This is a class action, under Code of Civil Procedure § 382, seeking restitution of all
28 monies due to Representative Plaintiff and Class Members, penalties, injunctive and other equitable
relief and reasonable attorneys' fees and costs, under, *inter alia*, Industrial Welfare Commission
Wage Order 4-2001, Labor Code §§ 200-204, inclusive, 218.6, 226, 226.7 and 512, Business &
Professions Code §§ 17200, *et seq.*, and Code of Civil Procedure § 1021.5. The Representative
Plaintiff brings this action on behalf of himself and all other persons similarly situated (hereinafter
referred to as the "Class Members" and/or the "Plaintiff Class") who were employed by defendants

1 Alliance International Security, Inc., Standard Parking Corporation and Does 1 through 100,
2 inclusive (collectively "Standard" and/or "Defendant[s]"), in non-exempt security guard positions
3 at any of Defendants' posts within the State of California, at any time since March 28, 2004, and who
4 have been denied meal and/or rest periods. The Representative Plaintiff, on behalf of himself and
5 the Class Members, also seeks injunctive relief and restitution of all benefits Defendants have
6 enjoyed from Defendants' failure to provide meal and/or rest periods under Business and Professions
7 Code §§ 17200-17208.

8 2. The "Class Period" is designated as the time from March 28, 2004 through the date
9 of trial, based upon the allegation that the violations of California's wage and hour laws, as described
10 more fully below, have been ongoing during this time. During the Class Period, Defendants had a
11 consistent policy toward Class Members of (1) permitting, encouraging, and/or requiring the
12 Representative Plaintiff and Class Members to work, without providing meal and/or rest periods, as
13 required by California state wage and hour laws.

14 INTRODUCTION

15
16 3. The Representative Plaintiff is informed and believes and, based thereon, alleges that,
17 within the Class Period, Defendants employed thousands of individuals in security guard positions
18 in recent years alone within the State of California.

19 4. Despite actual knowledge of these facts and legal mandates, Defendants enjoyed an
20 advantage over their competition and a resultant disadvantage to their workers by electing not to
21 provide all meal and/or rest periods to their non-exempt employees.

22 5. The Representative Plaintiff is informed and believes and, based thereon, alleges that
23 officers of Defendants knew of these facts and legal mandates, yet, nonetheless, repeatedly directed,
24 authorized and/or ratified the violation of the laws cited herein.

25 6. Despite Defendants' knowledge of the Plaintiff Class' entitlement to meal and/or rest
26 periods for all applicable work periods, Defendants failed to provide same to members of the
27 Plaintiff Class, in violation of the California Labor Code, Industrial Welfare Commission Wage
28 Order 4-2001 and Title 8 of the California Code of Regulations. This action is brought to redress and

1 end this long-time pattern of unlawful conduct.
2

3 **JURISDICTION AND VENUE**

4 7. This Court has jurisdiction over the Representative Plaintiff's and Class Members'
5 claims for unpaid wages and/or penalties under, *inter alia*, Industrial Welfare Commission Wage
6 Order 4-2001 and Title 8 of the California Code of Regulations, Labor Code §§ 200-204, inclusive,
7 218.6, 226, 226.7 and 512, Business & Professions Code §§ 17200, *et seq.*, and Code of Civil
8 Procedure § 1021.5.

9 8. This Court has further jurisdiction over the Representative Plaintiff's and Class
10 Members' claims for injunctive relief, and restitution of ill-gotten benefits arising from Defendants'
11 unlawful business practices under Business & Professions Code §§ 17203.

12 9. Venue as to Defendant(s) is proper in this judicial district, pursuant to Code of Civil
13 Procedure § 395(a). Defendants provided security services in the County of Los Angeles, and
14 transacted business, had agents, and were otherwise within this Court's jurisdiction for purposes of
15 service of process. The unlawful acts alleged herein have a direct effect on the Representative
16 Plaintiff and those similarly situated within the State of California and Los Angeles County.
17 Defendants provided said services and have employed numerous Class Members in Los Angeles
18 County as well as in other counties within the State of California.

19
20 **PLAINTIFFS**

21 10. During the herein-relevant time period, plaintiff Randolph Castro (the
22 "Representative Plaintiff") was and is a natural person, and was, during the relevant time period,
23 employed by Defendants in a security guard position, an employment position which was entitled
24 to various conditions of employment such as meal and/or rest periods.

25 11. In said position, the Representative Plaintiff was frequently permitted to work and
26 did work, during the Class Period, shifts exceeding five hours without an uninterrupted, unrestricted
27 meal period of at least 30 minutes and was frequently permitted to work and did work four hours or
28 a "major fraction" thereof, without being afforded net ten minute rest periods. Representative

1 Plaintiff is informed and believes and, on that basis, alleges that this conduct of Defendants was
2 commonplace at every facility owned and/or operated thereby.

3 12. As used throughout this Complaint, the terms "Class Members" and/or the "Plaintiff
4 Class" refer to the named plaintiff herein as well as each and every person eligible for membership
5 in the Plaintiff Class, as further described and defined below.

6 13. The Plaintiff Class consists, generally, of all members who were employed by
7 Defendants in security guard positions (as defined in paragraph 22 of this Complaint) within the
8 State of California, and who (1) worked shifts exceeding four hours or a major fraction thereof,
9 without being afforded net ten minute rest periods during one or more work period(s) and/or (2)
10 worked shifts exceeding five hours, without being afforded an uninterrupted, unrestricted meal
11 period of at least 30 minutes.

12 14. At all times herein relevant, the Representative Plaintiff was and now is a person
13 within the class of persons further described and defined herein.

14 15. The Representative Plaintiff brings this action on behalf of himself and as a class
15 action, pursuant to California Code of Civil Procedure § 382, on behalf of all persons similarly
16 situated and proximately damaged by the unlawful conduct described herein.

17
18 **DEFENDANTS**

19 16. At all times herein relevant, defendants Alliance International Security, Inc., Standard
20 Parking Corporation and Does 1 through 100, inclusive (collectively referred to as "Standard,"
21 "Alliance" and/or "Defendant[s]") were business entities, duly licensed and located and doing
22 business in, but not limited to, the County of Los Angeles, in the State of California.

23 17. The Representative Plaintiff is informed and believes and, based thereon, alleges that
24 Defendants directly or indirectly employed and, since March 28, 2004, employed and/or exercised
25 control over the wages, hours and/or working conditions of the Representative Plaintiff and Class
26 Members employed by Defendants in various California counties, including, but not necessarily
27 limited to, Los Angeles County.

28 ///

1 18. Those defendants identified as Does 1 through 100, inclusive, are and were, at all
2 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some/each
3 of the remaining defendants. The Representative Plaintiff is informed and believes and, on that basis,
4 alleges that, at all relevant times herein mentioned, each of the defendants identified as Does 1
5 through 100, inclusive, employed and/or exercised control over the wages, hours and/or working
6 conditions of the Representative Plaintiff and Class Members at various California locations, as
7 identified in the preceding paragraph.

8 19. The Representative Plaintiff is unaware of the true names and capacities of those
9 defendants sued herein as Does 1 through 100, inclusive and, therefore, sues these defendants by
10 such fictitious names. The Representative Plaintiff will seek leave of court to amend this Complaint
11 when same are ascertained. The Representative Plaintiff is informed and believes and, on that basis,
12 alleges that each of the fictitiously-named defendants is responsible in some manner for, gave
13 consent to, ratified and/or authorized the conduct herein alleged and that the Representative
14 Plaintiff's and Class Members' damages, as herein alleged, were proximately caused thereby.

15 20. The Representative Plaintiff is informed and believes and, on that basis, alleges that,
16 at all relevant times herein mentioned, each of the defendants was the agent and/or employee of each
17 of the remaining defendants and, in doing the acts herein alleged, was acting within the course and
18 scope of such agency and/or employment.

19 21. There is no preemption of the claims brought in this Complaint because these claims
20 are based upon state law. There is no dispute over the terms of any collective bargaining agreement
21 ("CBA") and there is no need to interpret the terms of any CBA.

22
23 **CLASS ACTION ALLEGATIONS**

24 22. The Representative Plaintiff brings this action on behalf of himself and as a class
25 action on behalf of all persons or entities proximately damaged by Defendants' conduct, including,
26 but not necessarily limited to, the following Plaintiff Class:

27 All persons who were employed since March 28, 2004 by defendants
28 Alliance International Security, Inc. and/or Standard Parking
Corporation as security guards within the State of California.

1 23. Defendants, their officers and directors are excluded from the Plaintiff Class.

2 24. This action has been brought and may properly be maintained as a class action
3 because there is a well-defined community of interest in the litigation and the proposed Class
4 Members are easily ascertainable.

5 A. Commonality: The Representative Plaintiff and the Class Members share a
6 community of interests in that there are numerous common questions and
7 issues of fact and law which predominate over any questions and issues solely
8 affecting individual members, including, but not necessarily limited to:

9 1) whether Defendants violated Labor Code §§ 226.7 and/or 512 by
10 failing to consistently provide meal and rest periods to their non-
11 exempt employees.

12 2) whether Defendants violated Labor Code §§ 201-204 by failing to pay
13 all "wages" due and owing each pay period and/or at the time that
14 certain Class Members' employment with Defendants terminated and
15 whether Representative Plaintiff and Class Members are entitled to
16 penalties pursuant to Labor Code §§ 203 and/or 204.

17 3) whether Defendants violated Business and Professions Code § 17200,
18 *et seq.*, by failing to consistently provide meal and/or rest periods to
19 their non-exempt employees.

20 B. Typicality: The Representative Plaintiff's claims are typical of the claims of
21 the Plaintiff Class.

22 C. Numerosity: A class action is the only available method for the fair and
23 efficient adjudication of this controversy. The members of the Plaintiff Class
24 are so numerous that joinder of all members is impractical, if not impossible,
25 insofar as the Representative Plaintiff is informed and believes and, on that
26 basis, alleges that the total number of class members is, at least, in the
27 thousands of individuals. Membership in the Plaintiff Class will be
28 determined upon analysis of employee and payroll, among other, records
maintained by Defendants.

D. Superiority of Class Action: Since the damages suffered by individual Class
Members, while not inconsequential, may be relatively small, the expense
and burden of individual litigation by each member makes or may make it
impractical for members of the Plaintiff Class to seek redress individually for
the wrongful conduct alleged herein. Should separate actions be brought or
be required to be brought by each individual member of the Plaintiff Class,
the resulting multiplicity of lawsuits would cause undue hardship and
expense for the Court and the litigants. The prosecution of separate actions
would also create a risk of inconsistent rulings, which might be dispositive
of the interests of other Class Members who are not parties to the
adjudications and/or may substantially impede their ability to adequately
protect their interests.

E. Adequacy of Representation: The Representative Plaintiff in this class action
is an adequate representative of the Plaintiff Class, in that the Representative
Plaintiff's claims are typical of those of the Plaintiff Class and the

1 Representative Plaintiff has the same interests in the litigation of this case as
2 the Class Members. The Representative Plaintiff is committed to vigorous
3 prosecution of this case and has retained competent counsel, experienced in
4 conducting litigation of this nature. The Representative Plaintiff is not subject
5 to any individual defenses unique from those conceivably applicable to the
6 Plaintiff Class as a whole. The Representative Plaintiff anticipates no
7 management difficulties in this litigation.

8 COMMON FACTUAL ALLEGATIONS

9 25. As described herein, Defendants have, for years, knowingly failed to provide net ten
10 minute rest periods for work shifts exceeding four hours or a major fraction thereof and/or
11 uninterrupted, unrestricted meal period of at least 30 minutes for work shifts exceeding five hours
12 to those non-exempt employees within the class definition identified above, thereby enjoying a
13 significant competitive edge over other companies within its industry. Even upon termination or
14 resignation of the employment of numerous Class Members, Defendants have declined to
15 compensate these employees therefor, in blatant violation of California Labor Code §§ 201 and/or
16 202.

17 26. In so doing, Defendants have not only failed to pay their workers the full amount of
18 compensation due, they have, until now, effectively shielded themselves from their employees'
19 scrutiny for their unlawful conduct by concealing the magnitude and financial impact of their
20 wrongdoing.

21 27. Moreover, California Labor Code §§ 201 and 202 require Defendants to pay their
22 employees all wages due immediately upon discharge. California Labor Code § 203 provides that,
23 if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to
24 pay the subject employees' wages until the back wages are paid in full or an action is commenced.
25 The penalty cannot exceed 30 days of wages.

26 28. The Representative Plaintiff is informed and believes and, on that basis, alleges that
27 many members of the Plaintiff Class are entitled to unpaid compensation, yet, to date and despite
28 the termination of their employment with Defendants, have not received such compensation.

29. More than 30 days have passed since certain Class Members have left Defendants'
employ.

1 additional hour of pay at the employee's regular rate of compensation
2 for each work day that the meal or rest period is not provided.

3 36. Moreover, California Labor Code § 512 provides:

4 An employer may not employ an employee for a work period of more
5 than five hours per day without providing the employee with a meal
6 period of not less than 30 minutes, except that if the total work period
7 per day of the employee is no more than six hours, the meal period
8 may be waived by mutual consent of both the employer and
9 employee. An employer may not employ an employee for a work
10 period of more than 10 hours per day without providing the employee
11 with a second meal period of not less than 30 minutes, except that if
12 the total hours worked is no more than 12 hours, the second meal
13 period may be waived by mutual consent of the employer and the
14 employee only if the first meal period was not waived.

15 37. By failing to consistently provide uninterrupted and unrestricted meal periods and to
16 provide uninterrupted rest periods to its non-exempt employees, Defendants violated California
17 Labor Code §§ 226.7 and/or 512.

18 38. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
19 the Representative Plaintiff and the Class Members have sustained damages, including loss of
20 compensation/wages, in an amount to be established at trial. As a further direct and proximate result
21 of Defendants' unlawful conduct, as set forth herein, the Representative Plaintiff and the Class
22 Members are entitled to recover various penalties, in an amount to be established at trial, as well as
23 costs and attorneys' fees, pursuant to statute.

24
25 **SECOND CAUSE OF ACTION**
26 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
27 **(California Business & Professions Code §§ 17200-17208)**


28 39. The Representative Plaintiff incorporates in this cause of action each and every
allegation of the preceding paragraphs, with the same force and effect as though fully set forth
herein.

40. The Representative Plaintiff further brings this cause of action on behalf of the
general public, seeking equitable and statutory relief to stop the misconduct of Defendants, as
complained of herein, and to compel the payment of restitution by Defendants as a result of the
unfair, unlawful and fraudulent business practices described herein.

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Dated: March 27, 2008

SCOTT COLE & ASSOCIATES, APC

By: 
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