

FILED

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

7 Attorneys for Plaintiff CATALINA RICALDAI

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 CATALINA RICALDAI, on behalf of
herself and all others similarly situated,

Case No. CV 10-7388-DDP (PLAx)

CLASS ACTION

**FIRST AMENDED COMPLAINT
FOR:**

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13 Plaintiff,

1. **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 512;**

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15 v.

2. **FAILURE TO TIMELY PAY WAGES IN VIOLATION OF CALIFORNIA LABOR CODE § 203;**

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19 US INVESTIGATIONS SERVICES,
20 LLC, a Delaware limited liability
company, and DOES 1 through 100,
21 inclusive,

3. **FAILURE TO MAINTAIN AND PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CALIFORNIA LABOR CODE § 226;**

22
23 Defendants.

4. **ENFORCEMENT OF PRIVATE ATTORNEY GENERAL ACT, CALIFORNIA LABOR CODE §2698;**

5. **UNFAIR BUSINESS PRACTICE IN VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.**

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27 **DEMAND FOR JURY TRIAL**

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1 1. Plaintiff CATALINA RICALDAI (hereinafter referred to as “Plaintiff”),
2 brings this class action on behalf of herself and all other similarly situated current and
3 former investigators in the State of California (hereinafter collectively referred to as
4 “Class Members”) of Defendant US INVESTIGATIONS SERVICES, LLC (“USIS”)
5 and other as of yet unnamed Defendants, DOES 1 through 100, inclusive (collectively,
6 “Defendants”), who are similarly situated, for violations of the California Labor Code.
7 Plaintiff, on behalf of the class, seeks damages, statutory penalties, attorneys’ fees,
8 statutory interest, and costs of suit.

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JURISDICTION AND VENUE

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2. Defendant USIS has removed this lawsuit from the Los Angeles County Superior Court to this Court pursuant to 28 U.S.C. sections 1332(d), 1441, and 1446.

3. Each of the defendants has sufficient minimum contacts with the State of California or otherwise intentionally avails itself of the laws and markets of the State of California so as to sustain this Court’s jurisdiction over the defendants.

4. Venue is proper in Los Angeles County because Defendant conducts business here. The bad conduct, as alleged herein, emanated here. In addition, Defendant’s obligation or liability arose here and the relevant transactions and events, alleged herein, occurred in and emanated here. Furthermore, the State of California has a substantial interest in deterring wrongful conduct by businesses within its borders and protecting employees from wrongful conduct emanating from California.

5. The amount in controversy exceeds the jurisdictional minimum of this court. However, the amount in controversy with respect to Plaintiff’s individual claims and each member of the proposed class in this action does not exceed \$74,999, and the aggregate claim does not exceed \$5 million.

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DEFENDANT

6. Defendant is a limited liability company duly organized and existing under the laws of the State of Delaware.

7. Plaintiff does not know the true names or capacities of defendants sued herein as Does 1 through 100, inclusive, and will amend her complaint toward the same as soon as they are ascertained.

8. Plaintiff is informed and believes and, on that basis alleges, that each of the fictitiously named defendants were in some manner legally responsible for the unlawful actions, policies, and practices, including the failure to provide duty-free meal periods, as described by the California laws complained of herein. Plaintiff will amend her complaint to set forth the true names and capacities of said defendants, along with the appropriate charging allegations when the same have been ascertained.

9. On the basis of information and belief, it is alleged that each of the defendants herein was the agent of the others and the agent of Defendant. Each of the defendants was acting in the scope of his or her agency at all relevant times. Each of the defendants' acts complained of herein was authorized or ratified by the other defendants, including Defendant or the duly authorized representatives or managing agents of Defendant, in the course and scope of the agency for the benefit of themselves, each other and the benefit of Defendant. Defendant and Does 1 through 100 are hereinafter collectively referred to as "Defendants."

PLAINTIFF

10. Plaintiff resides in Los Angeles County, State of California. Plaintiff was employed as an investigator by Defendants from July of 2003 to November of 2008. Plaintiff is a member of the Class, which is defined in paragraph 20 below.

DEMAND FOR JURY TRIAL

11. Plaintiff hereby demands a jury trial of these matters, except those matters

1 that must be heard before a judge.

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CLASS ALLEGATIONS

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12. Plaintiff brings this lawsuit as a class action, pursuant to California Code of Civil Procedure Section 382, on behalf of all investigators, in the State of California at any time from a four-year period prior to the filing of the complaint.

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13. Defendants, by their practices and policies, have violated the rights of their employees under the California Labor Code, and applicable Wage Orders. The questions raised are of common or general interest to the class members, and they have a well defined community of interest in the questions of law and fact raised in this action, because the action focuses on Defendants' practice of violating the California Labor Code and Wage Orders, as a result of its practice of failing to provide duty-free meal periods, and the California Business and Professions Code which prohibits unfair business practices arising from such violations.

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14. There are dozens of investigators who have been subject to Defendants unlawful and wrongful practices and, therefore, their numerosity makes it impractical to bring them all before this Court, and disposition of their claims in a class action is a benefit to the parties and to the Court.

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15. The class that Plaintiff seeks to represent, as described herein, is clearly ascertainable. The rights of these individuals under the California Industrial Welfare Commission Wage Orders and California Labor Code have been violated by Defendants' failures to provide a duty-free meal period, and to pay one hour wages for Defendants' failures to provide a duty-free meal period.

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16. The claims of Plaintiff, which are for failure to provide duty-free meal periods, and to pay one hour wages for Defendants' failure to provide a duty-free meal period, are typical of the claims of the Class Members, because Plaintiff and Class Members have suffered from the same violations of the law as the class. Plaintiff has retained competent counsel to represent her and the Class Members, and will fairly and

1 adequately represent the interests of the class.

2 17. A class action is superior to other available means for a fair and efficient
3 adjudication of this controversy. Individual joinder of all Class Members is not
4 practicable, and questions of law and fact common to the class predominate over any
5 questions affecting only individual Class Members. Each Class Member has been
6 damaged and is entitled to recover by reason of Defendants' illegal policy and/or
7 practice of failing to provide duty-free meal periods, and failing to pay wages for meal
8 periods not provided as required by law. Class action treatment will allow those
9 similarly situated persons to litigate their claims in the manner that is most efficient and
10 economical for the parties and the judicial system.

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FACTS COMMON TO ALL CAUSES

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18. During the times pertinent to this Complaint, Defendants were and are in
the business of delivering products to customers. Defendants' business has been
regulated by various California Labor Code Sections including, but not limited to, 203,
226, 226.7 and 512, and various Wage Orders, at all pertinent times.

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19. During the times pertinent to this Complaint, Defendants failed to provide
duty-free meal periods in accordance with California Labor Code Sections 226.7 and
512, and the applicable Wage Order and/or failed to pay employees one additional hour
of pay for each duty-free meal period that was not provided in accordance with
California law.

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CLASS ACTION ALLEGATIONS

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20. Plaintiff brings this action as a class action on behalf of the following
defined "Class": **All investigators in California who are or were employed by
Defendants, during the time specified under each of the following causes of action.**

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21. Plaintiff is informed and believes, and on that basis, alleges that during the
relevant time period, dozens of investigators have been employed by Defendants, in the

1 State of California, including Los Angeles County. Because of the large number of
2 investigators that have been employed by Defendants, the Class Members are so
3 numerous that joinder of all members is impossible and/or impracticable.

4 22. Plaintiff's claims are typical of the Class Members. Plaintiff, like other
5 Class Members, worked for Defendants in California as an investigator, and was
6 subjected to Defendants' policy and practice of refusing to provide duty-free meal
7 periods, in violation of California's wage and hour laws. Plaintiff's job duties and
8 claims were and are typical of those of other Class Members who worked for
9 Defendants in California.

10 23. A class action is superior to other available methods for the fair and
11 efficient adjudication of this controversy.

12 24. Plaintiff will fairly and adequately protect the interests of the Class
13 Members and has retained counsel who are competent and experienced in both class
14 action and employment litigation.

15 25. Common questions of law and fact exist as to all Class Members and
16 predominate over any questions solely affecting individual Class Members. Among the
17 questions of law and fact common to the Class are:

18 (a) Whether Defendants failed to provide duty-free meal periods to
19 Class Members, in violation of *Labor Code* §§ 226.7 and 512;

20 (b) Whether Class Members sustained damages and, if so, the proper
21 measure of such damages.

22 26. Plaintiff knows of no difficulty which will be encountered in the
23 management of this litigation which would preclude its maintenance as a class action.

24 27. The names and addresses of Class Members are available from
25 Defendants. Notice will be provided to Class Members via first class mail and/or by
26 the use of techniques and a form of notice similar to those customarily used in class
27 actions.

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FIRST CAUSE OF ACTION

**(Compensation Due for Failure to Provide Meal Periods -
Labor Code Sections 226.7 and 512)**

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4 28. Plaintiff incorporates by reference the allegations above contained in
5 Paragraphs 1 through 27, inclusive, as if fully set forth here.

6 29. Defendants routinely failed to provide Plaintiff and Class Members duty-
7 free meal periods and/or to pay Plaintiff and Class Members one additional hour of pay
8 for duty-free meal periods that were not provided in accordance with Labor Code
9 Sections 226.7 and 512 and the applicable Wage Order, from a three-year period prior
10 to the filing of the Complaint to present.

11 30. Defendants' conduct described in this Complaint violated and continues
12 to violate the provisions of Labor Code Sections 226.7 and 512 and the applicable
13 Wage Orders, in that Defendants did not and do not provide Plaintiff and Class
14 Members meal periods or pay to Plaintiff and Class Members one hour wages as
15 compensation for the duty-free meal periods not provided as required by law. Plaintiff
16 and Class Members are entitled to recover the unpaid wages that Defendants owe them,
17 plus interest on that amount at the rate of ten percent per annum, reasonable attorneys'
18 fees, and costs of suit.

19 31. As a proximate result of the aforementioned violations, Plaintiff and Class
20 Members have been damaged in an amount according to proof at the time of trial, but
21 not in an amount in excess of the jurisdiction of this Court.

22 32. In addition, if Plaintiff succeeds in enforcing these rights affecting the
23 public interest, then attorneys' fees may be awarded to Plaintiff and against Defendants
24 under Code of Civil Procedure Section 1021.5 and other applicable law in part because:

- 25 (a) A successful outcome in this action will result in the enforcement
26 of important rights affecting the public interest by requiring
27 Defendants to comply with the wage and hour laws and California's
28 unfair business practice law;

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- (b) This action will result in a significant benefit to Plaintiff, the Class, and the general public by bringing to a halt unlawful, unfair, deceptive, and misleading activity and by causing the return of ill-gotten gains obtained by Defendants;
- (c) Unless this action is prosecuted, Class Members and the general public will not recover those monies, and many of Defendants' employees would not be aware that they were victimized by Defendants' wrongful acts and practices;
- (d) Unless this action is prosecuted, Defendants will continue to mislead its employees about the true nature of their rights and remedies under the wage and hour laws; and
- (e) An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, and to consumers in general by preventing Defendants from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers, and are essential to public welfare.

SECOND CAUSE OF ACTION

**(Failure to Timely Pay Wages
Labor Code Sections 201-203)**

33. Plaintiff incorporates by reference the allegations of Paragraphs 1 through

1 32 inclusive as if fully set forth herein.

2 34. The class period for this Cause of Action is a three-year period prior to the
3 filing of the Complaint to the present.

4 35. California Labor Code Section 201 provides in relevant part: “[i]f an
5 employer discharges an employee, the wages earned and unpaid at the time of discharge
6 are due and payable immediately.”

7 36. California Labor Code Section 202 provides in relevant part: “[i]f an
8 employee not having a written contract for a definite period quits his or her
9 employment, his or her wages shall become due and payable not later than 72 hours
10 thereafter, unless the employee has
11 given 72 hours previous notice of his or her intention to quit, in which case the
12 employee is entitled to his or her wages at the time of quitting.”

13 37. As alleged herein, Defendants failed to pay wages of Plaintiff and Class
14 Members who are former employees of Defendants at the time they became due and
15 payable. Thus, Defendants violated Labor Code Sections 201 and 202.

16 38. Defendants’ failure to pay wages as alleged herein was willful as
17 Defendants knew that Plaintiff and Class Members did not receive all earned pay based
18 on Defendants’ records.

19 39. As a result of Defendants’ unlawful acts, Class Members who are former
20 employees of Defendants, or any of them, are entitled to recover, pursuant to California
21 Labor Code Section 203, continuing wages as a penalty from the due date thereof at the
22 same rate until paid or this action was commenced, but no more than thirty days.

23 40. In addition, if Plaintiff succeeds in enforcing these rights affecting the
24 public interest, then attorneys’ fees may be awarded to Plaintiff and against Defendants
25 under Code of Civil Procedure Section 1021.5 and other applicable law in part because:

26 (a) A successful outcome in this action will result in the enforcement
27 of important rights affecting the public interest by requiring
28 Defendants to comply with the wage and hour laws and California’s

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- unfair business practice law;
- (b) This action will result in a significant benefit to Plaintiff, the Class, and the general public by bringing to a halt unlawful, unfair, deceptive, and misleading activity and by causing the return of ill-gotten gains obtained by Defendants;
 - (c) Unless this action is prosecuted, Class Members and the general public will not recover those monies, and many of Defendants’ employees would not be aware that they were victimized by Defendants’ wrongful acts and practices;
 - (d) Unless this action is prosecuted, Defendants will continue to mislead its employees about the true nature of their rights and remedies under the wage and hour laws; and
 - (e) An award of attorneys’ fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, and to consumers in general by preventing Defendants from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers, and are essential to public welfare.

THIRD CAUSE OF ACTION

(Penalties Pursuant to Labor Code Section 226)

41. Plaintiff incorporates by reference the allegations of Paragraphs 1 through

1 40 inclusive as if fully set forth herein.

2 42. Pursuant to California Labor Code Section 226(a), on a semi-monthly
3 basis or at the time of the payment of wages, Defendants were required to furnish each
4 of their employees with an accurate itemized statement in writing showing, *inter alia*,
5 the gross wages earned and the net wages earned.

6 43. During all pertinent times beginning three years prior to the filing of this
7 Complaint and continuing thereafter, for each of Defendants' failures to provide duty-
8 free meal periods to Plaintiff and Class Members or to pay them one hour wages as
9 compensation for each duty-free meal period not provided, in accordance with
10 California law, Defendants failed to furnish Plaintiff and Class Members with an
11 itemized statement in writing showing that they had earned one additional hour of pay
12 for meal periods not provided.

13 44. As a result of Defendants' violation of California Labor Code Section
14 226(a), Plaintiff and Class Members suffered injuries, including employee confusion
15 over whether they received all wages owed to them, difficulty and expense involved in
16 reconstructing pay records, and forcing employees to make mathematical computations
17 to analyze whether the wages paid in fact properly compensated them.

18 45. Pursuant to California Labor Code Section 226(e), Plaintiff and Class
19 Members are entitled to recover the greater of all actual damages or fifty dollars
20 (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars
21 (\$100) per employee for each violation in a subsequent pay period, not exceeding an
22 aggregate penalty of four thousand dollars (\$4,000), and are entitled to costs and
23 reasonable attorneys' fees.

24 46. Defendants knowingly and intentionally failed to provide to Plaintiff and
25 Class Members accurate itemized statements, in compliance with California Labor
26 Code Section 226(a), and did so in order to conceal their liability from Plaintiff and
27 Class Members. Thus, Plaintiff and Class members were damaged in that they did not
28 receive accurate itemized statements.

1 47. In addition, if Plaintiff succeeds in enforcing these rights affecting the
2 public interest, then attorneys' fees may be awarded to Plaintiff and against Defendants
3 under Code of Civil Procedure Section 1021.5 and other applicable law in part because:

- 4 (a) A successful outcome in this action will result in the enforcement
5 of important rights affecting the public interest by requiring
6 Defendants to comply with the wage and hour laws and California's
7 unfair business practice law;
- 8 (b) This action will result in a significant benefit to Plaintiff, the Class,
9 and the general public by bringing to a halt unlawful, unfair,
10 deceptive, and misleading activity and by causing the return of ill-
11 gotten gains obtained by Defendants;
- 12 (c) Unless this action is prosecuted, Class Members and the general
13 public will not recover those monies, and many of Defendants'
14 employees would not be aware that they were victimized by
15 Defendants' wrongful acts and practices;
- 16 (d) Unless this action is prosecuted, Defendants will continue to
17 mislead its employees about the true nature of their rights and
18 remedies under the wage and hour laws; and
- 19 (e) An award of attorneys' fees and costs is necessary for the
20 prosecution of this action and will result in a benefit to Plaintiff, the
21 Class, and to consumers in general by preventing Defendants from
22 continuing to circumvent the wage and hour statutes and frustrate
23 the long-standing recognition by the California legislature and the
24 courts that such statutes, as pled herein, are not merely a matter of
25 private concern between employer and employee to be eviscerated
26 by considerations of waiver, contributory negligence, good or bad
27 faith, and private agreements. Rather, the wage and hour statutes
28 have been described as a matter of public concern, were designed

1 to provide minimum substantive guarantees to individual workers,
2 and are essential to public welfare.

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FOURTH CAUSE OF ACTION

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**(Enforcement of Private Attorney General Act
Labor Code §2698 *et seq.*)**

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48. Plaintiff incorporates by reference the allegations of Paragraphs 1 through
8 47 inclusive as if fully set forth herein.

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49. California Labor Code Division 2, Part 2, Chapter 1, Section 558 provides
10 as follows:

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“(a) Any employer or other person acting on behalf of an
employer who violates, or causes to be violated, a section of
this chapter or any provision regulating hours and days of
work in any order of the Industrial Welfare Commission
shall be subject to a civil penalty as follows: (1) For any
initial violation, fifty dollars (\$50) for each underpaid
employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one
hundred dollars (\$100) for each underpaid employee for each
pay period for which the employee was underpaid in addition
to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the
affected employee.”

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50. Defendants’ failures to provide duty-free meal periods, in accordance with
California law, including that of California Labor Code Section 512, and applicable
Wage Orders, entitle Plaintiff to recover a civil penalty as an aggrieved employee on
behalf of herself and other current and former investigators, pursuant to California
Labor Code Section 558 and applicable Wage Orders.

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51. Defendants' failures to provide duty-free meal periods or to pay
compensation of one hour pay for each meal period not provided, in accordance with
California Labor Code Sections 226.7 and applicable Wage Orders, entitle Plaintiff to
recover a civil penalty as an aggrieved employee on behalf of herself and other current
and former investigators employed by Defendants, pursuant to California Labor Code

1 Section 2699(f).

2 52. Pursuant to the provisions of Labor Code Section 2699 *et seq.*, Defendants'
3 failures to pay compensation of one hour pay for each duty-free meal period not
4 provided, in accordance with the applicable Wage Orders, entitle Plaintiff, as an
5 aggrieved employee on behalf of herself and other current and former investigators
6 employed by Defendants, to recover the penalties set forth in Labor Code Section 558.

7 53. Defendants' failures to provide itemized wage statements, including
8 statements accurately setting forth gross and net wages earned, in accordance with
9 Labor Code Section 226(a), entitle Plaintiff, as an aggrieved employee on behalf of
10 herself and other current and former investigators employed by Defendants, to recover
11 the penalties set forth in Labor Code Section 226.3.

12 54. Defendants' failures to timely pay all wages owed, in accordance with
13 Labor Code Section 203, entitle Plaintiff, as an aggrieved employee on behalf of herself
14 and other current and former investigators employed by Defendants, to recover the
15 penalties set forth in Labor Code Section 203.

16 55. Plaintiff has complied with the procedural requirements specified in Labor
17 Code Section 2699.3 as to each of the alleged violations herein, and the applicable
18 Wage Orders. True and correct copies of the notices sent via certified mail to
19 Defendants and California's Labor and Workforce Development Agency are attached
20 hereto as Exhibit "A." Within 33-days of mailing the attached Exhibit, the Labor and
21 Workforce Development Agency has failed to independently investigate the alleged
22 violations asserted by Plaintiff, as an aggrieved employee on behalf of herself and other
23 similarly situated current and former investigators of Defendants, thus entitling Plaintiff
24 herein to pursue causes of action pursuant to Labor Code Section 2699, *et seq.*, the
25 Private Attorney General Act or PAGA.

26 56. As a result of the violations alleged herein, Plaintiff, as an aggrieved
27 employee on behalf of herself and other current and former investigators employed by
28 Defendants, seek all civil penalties available pursuant to Labor Code Section 2699.

1 Therefore, pursuant to Labor Code Section 2699, Plaintiff, as an aggrieved employee
2 on behalf of herself and other current and former investigators employed by
3 Defendants, is entitled to recover all civil penalties owed, attorneys' fees, expenses, and
4 costs of suit.

5 57. In addition, if Plaintiff succeeds in enforcing these rights affecting the
6 public interest, then attorneys' fees may be awarded to Plaintiff and against Defendants
7 under Code of Civil Procedure Section 1021.5 and other applicable law in part because:

- 8 (a) A successful outcome in this action will result in the enforcement
9 of important rights affecting the public interest by requiring
10 Defendants to comply with the wage and hour laws and California's
11 unfair business practice law;
- 12 (b) This action will result in a significant benefit to Plaintiff, the Class,
13 and the general public by bringing to a halt unlawful, unfair,
14 deceptive, and misleading activity and by causing the return of ill-
15 gotten gains obtained by Defendants;
- 16 (c) Unless this action is prosecuted, Class Members and the general
17 public will not recover those monies, and many of Defendants'
18 employees would not be aware that they were victimized by
19 Defendants' wrongful acts and practices;
- 20 (d) Unless this action is prosecuted, Defendants will continue to
21 mislead its employees about the true nature of their rights and
22 remedies under the wage and hour laws; and
- 23 (e) An award of attorneys' fees and costs is necessary for the
24 prosecution of this action and will result in a benefit to Plaintiff, the
25 Class, and to consumers in general by preventing Defendants from
26 continuing to circumvent the wage and hour statutes and frustrate
27 the long-standing recognition by the California legislature and the
28 courts that such statutes, as pled herein, are not merely a matter of

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private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers, and are essential to public welfare.

FIFTH CAUSE OF ACTION

(Unfair/Unlawful/Fraudulent Business Practices – California Business and Professions Code Sections 17200 *et seq.*)

58. Plaintiff incorporates by reference the allegations above contained in Paragraphs 1 through 57, inclusive, as if fully set forth here.

59. California Business and Professions Code Sections 17200 *et seq.* (“the UCL”) prohibit unfair competition, including but not limited to any unlawful, unfair or fraudulent business practice.

60. Beginning four years prior to the filing of the Complaint to present, Defendants’ conduct, as set forth above, violates the UCL in the following respects:

- (a) Defendants’ policies and practices of failing to provide accurate itemized statements, to provide duty-free meal periods to Class Members constitute unlawful business practices by definition and, thus, violate the UCL;
- (b) Defendants’ policies and practices of failing to provide accurate itemized statements, to provide duty-free meal periods to Class Members, constitute unfair business practices because Defendants’ practices are unethical, unscrupulous, and substantially injurious to consumers. The harm to Plaintiff, all others similarly situated, and to members of the general public, outweighs the utility, if any, of Defendants’ policy and practice;

1 (c) Defendants' policies and practices of failing to provide accurate
2 itemized statements, to provide duty-free meal periods to Class
3 Members, constitute fraudulent business practices because
4 Defendants' practices are likely to mislead Plaintiff, all other Class
5 Members, and members of the general public.

6 61. The unlawful, unfair, and fraudulent business practices by Defendants, as
7 described above, present a continuing threat to the public in that consumers throughout
8 California have suffered and continue to suffer an injury in fact and lost money as a
9 result of Defendants' unlawful, unfair, and fraudulent acts or practices. Plaintiff
10 suffered an actual injury and brings this action pursuant to Code of Civil Procedure
11 Section 382. In addition, Defendants have been unjustly enriched as a result of their
12 conduct. Plaintiff, other members of the general public, and Class Members have no
13 other adequate remedy of law in that absent equitable relief from the Court, Defendants
14 are likely to continue to injure consumers, reap unjust enrichment, and harm the public
15 interest, thus engendering a multiplicity of judicial proceedings.

16 62. All Class Members can be identified by reference to records in the
17 possession of Defendants. All Class Members are entitled to restitution of monies due
18 to them during the relevant time period as a result of said Defendants' unlawful, unfair,
19 and fraudulent conduct, and to injunctive relief.

20 63. Plaintiff and Class Members are entitled to restitution of the unpaid
21 amounts, as an equitable remedy, and interest at the rate of ten percent per annum, costs
22 of suit, and reasonable attorneys' fees pursuant to the underlying claims as alleged
23 herein above.

24 64. Pursuant to Business and Professions Code Section 17203, this Court may
25 order paid the full amounts wrongfully retained by Defendants to Plaintiff and Class
26 Members, who were not fully compensated for Defendants' failure to provide duty-free
27 meal periods, for the four-year period prior to the filing of this Complaint and
28 continuing thereafter. Plaintiff will, upon leave of Court, amend this Complaint to

1 state the amount of such wrongfully retained amounts when they are ascertained.

2 65. Injunctive relief is necessary and appropriate to prevent Defendants from
3 repeating the wrongful business practices alleged herein.

4 66. Plaintiff's success in this action will enforce important rights affecting the
5 public interest and in that regard Plaintiff sues on behalf of the public as well as herself.
6 Plaintiff and Class Members seek and are entitled to money owing and unpaid, an
7 injunction, an equitable accounting, and all other equitable relief required to remedy
8 Defendants' failure to pay the required money.

9 67. In addition, if Plaintiff succeeds in enforcing these rights affecting the
10 public interest, then attorneys' fees may be awarded to Plaintiff and against Defendants
11 under Code of Civil Procedure Section 1021.5 and other applicable law in part because:

12 (a) A successful outcome in this action will result in the enforcement
13 of important rights affecting the public interest by requiring
14 Defendants to comply with the wage and hour laws and California's
15 unfair business practice law;

16 (b) This action will result in a significant benefit to Plaintiff, the Class,
17 and the general public by bringing to a halt unlawful, unfair,
18 deceptive, and misleading activity and by causing the return of ill-
19 gotten gains obtained by Defendants;

20 (c) Unless this action is prosecuted, Class Members and the general
21 public will not recover those monies, and many of Defendants'
22 employees would not be aware that they were victimized by
23 Defendants' wrongful acts and practices;

24 (d) Unless this action is prosecuted, Defendants will continue to
25 mislead its employees about the true nature of their rights and
26 remedies under the wage and hour laws; and

27 (e) An award of attorneys' fees and costs is necessary for the
28 prosecution of this action and will result in a benefit to Plaintiff, the

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Class, and to consumers in general by preventing Defendants from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers, and are essential to public welfare.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays as follows:

1. On all causes of action, except the fifth cause of action, for an Order certifying the class, naming Plaintiff as Class Representative, and naming the attorneys of record for Plaintiff in the included action as Class Counsel; and allowing this action to proceed and be maintained as a class action;
2. On the First Cause of Action:
 - (a) A declaratory judgment that Defendants have violated Labor Code Sections 226.7 and 512, and the applicable Wage Orders;
 - (b) Pursuant to Labor Code Section 226.7, and applicable Wage Orders, an award to Plaintiff and Class Members of an additional hour of pay at the employee’s regular rate of compensation for meal periods that were not provided or paid for at the rate of an additional hour of pay, in accordance with California law;
 - (c) Accrued interest pursuant to Labor Code Section 218.6;
 - (d) An award of reasonable attorneys’ fees pursuant to, *inter alia*,

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Labor Code Section 218.5 and 1194 and Code of Civil Procedure Section 1021.5.

- 3. On the Second Cause of Action:
 - (a) A declaratory judgment that Defendants have violated Labor Code Sections 201, 202, and 203;
 - (b) A monetary award to Plaintiff and Class Members of continuing wages as a penalty from the due date thereof at the same rate until paid or this action was commenced, but no more than thirty days;
 - (c) An award of reasonable attorneys' fees pursuant to, *inter alia*, Labor Code Section 218.5 and 1194 and Code of Civil Procedure Section 1021.5.

- 4. On the Third Cause of Action:
 - (a) A declaratory judgment that Defendants have violated Labor Code Section 226;
 - (b) A monetary award as damages or a penalty pursuant to Labor Code Section 226(e), as allowable by law;
 - (c) An award of reasonable attorneys' fees pursuant to, *inter alia*, Labor Code Section 218.5 and 1194 and Code of Civil Procedure Section 1021.5.

- 5. On the Fourth Cause of Action:
 - (a) A declaratory judgment that Defendants have violated Labor Code Section 201, 203, 204, 226, 226.7, 512, 2802 and applicable Wage Orders;
 - (b) A monetary award as a penalty pursuant to Labor Code Sections 203, 210, 226.3, 226.7, 558 and applicable Wage Orders;
 - (c) A monetary award as a penalty pursuant to Labor Code Section 2699(f);
 - (d) An award of reasonable attorneys' fees pursuant to Labor Code

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Section 2699(g).

6. On the Fifth Cause of Action:

- (a) That the Court retain jurisdiction over this matter until all sums owed by Defendants are paid and all restitution due from Defendants is made, and that the Court issue an order requiring Defendants to henceforth pay the damages or equitable relief sought here, to Plaintiff and Class Members with respect to meal periods starting four years prior to the filing of this lawsuit and continuing;
 - (b) Restitution of unpaid monies pursuant to Business & Professions Code Section 17203;
 - (c) A preliminary and permanent injunction against Defendants restraining them from violating the California Labor Code and Wage Orders now and in the future;
 - (d) Accrued interest pursuant to Labor Code Section 218.6;
 - (e) An award of reasonable attorneys' fees pursuant to, *inter alia*, Labor Code Sections 218.5 and 1194 and Code of Civil Procedure Section 1021.5.
7. Interest on all unpaid amounts;
8. Costs of suit;
9. Any other and further relief that the Court deems just and proper.

DATED: March 25, 2011 WESTRUP KLICK, LLP

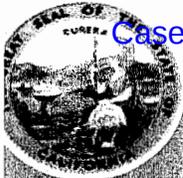
By: 

CHRISTINE C. CHOI

Attorneys for Plaintiff CATALINA RICALDAI

EXHIBIT A

C A L I F O R N I A Labor & Workforce Development Agency



Governor
Arnold
Schwarzenegger

Secretary
Victoria L. Bradshaw

Agricultural
Labor
Relations
Board

California
Unemployment
Insurance
Appeals
Board

California
Workforce
Investment
Board

Department of
Industrial
Relations

Economic
Strategy
Panel

Employment
Development
Department

Employment
Training
Panel

January 06, 2011

CERTIFIED MAIL

Westrup Klick, LLP
444 West Ocean Boulevard, Suite 1614
Long Beach, CA 90802

RE: Employer: US Investigations Services, LLC
RE: Employee(s): Catalina Ricaldai
RE: LWDA No: 7313

This is to inform you that the Labor and Workforce Development Agency (LWDA) received your notice of alleged Labor Code violations pursuant to Labor Code Section 2699, postmarked December 1, 2010, and after review, does not intend to investigate the allegations.

As a reminder to you, the provisions of Labor Code Section 2699(i) provides that "...civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code." Labor Code Section 2699(l) specifies "[T]he superior court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part."

Consequently, you must advise us of the results of the litigation, and forward a copy of the court judgment or the court-approved settlement agreement. Please be certain to reference the above LWDA assigned Case Number in any future correspondence.

Sincerely,

Doug Hoffner
Undersecretary

Cc: US Investigations Services, LLC
7799 Leesburg Pike, Suite 1100 N
Falls Church, VA 22043

WESTRUP KLINK LLP

ATTORNEYS AT LAW

444 WEST OCEAN BOULEVARD, SUITE 1614
LONG BEACH, CALIFORNIA 90802-4524

TELEPHONE: 562-432-2551
FACSIMILE: 562-435-4856

R. DUANE WESTRUP
RHONDA KLINK
LAWRENCE R. CAGNEY
PHILLIP R. POLINER
MARK L. VANBUSKIRK

CAT-TUONG N. BULAON
CHRISTINE C. CHOI
JENNIFER L. CONNOR
PATRICIA K. OLIVER

December 1, 2010

By U.S. Certified Mail - Return Receipt Requested

California Labor and Workforce Development Agency
Attention: 2699 Claims
801 K Street, Suite 2101
Sacramento, California 95814

Re: Catalina Ricaldai vs. US Investigations Services, LLC

Dear Sir/Madam:

On September 14, 2010, Plaintiff Catalina Ricaldai ("Plaintiff"), sent the attached PAGA Notice to the California Labor and Workforce Development Agency ("LWDA"), and to Defendant US Investigations Services, LLC ("Defendant"), however, Plaintiff has not received a response from the LWDA. Accordingly, please inform me as to the status of Plaintiff's PAGA Notice. If you have any questions please contact me at (562) 432-2551. Thank you for your assistance with this matter.

Very truly yours,

WESTRUP KLINK LLP



PHILLIP R. POLINER

Enclosure

7008 0150 0003 7701 4933

U.S. Postal Service
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Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.71	

Sent To: **LINDA, Attn 2699 Claims**
 Street, Apt. No. or PO Box No.: **801 K St., Ste. 2101**
 City, State, ZIP+4: **Sacramento, CA 95814**

PS Form 3800 August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**Labor & Workforce
 Development Agency
 Attn 2699 claims
 801 K St., Ste. 2101
 Sacramento, CA 95814**

COMPLETE THIS SECTION ON DELIVERY

RECEIVED

A. Signature: **X** Agent Addressee

B. Received by: **DELO 3 2010** C. Date of Delivery

D. Is delivery address different from item 1? Yes
State of California Labor & Workforce Development Agency

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7008 0150 0003 7701 4933**

PS Form 3811, February 2004 Domestic Return Receipt 10255 0244-1840

WESTRUP KLINK LLP

ATTORNEYS AT LAW

444 WEST OCEAN BOULEVARD, SUITE 1614
LONG BEACH, CALIFORNIA 90802-4524

TELEPHONE: 562-432-2551
FACSIMILE: 562-435-4856

R. DUANE WESTRUP
RHONDA KLINK
LAWRENCE R. CAGNEY
PHILLIP R. POLINER
MARK L. VANBUSKIRK

CAT-TUONG N. BULAON
CHRISTINE C. CHOI
JENNIFER L. CONNOR
PATRICIA K. OLIVER

September 14, 2010

VIA CERTIFIED MAIL, RRR

Attention: 2699 Claims
LABOR AND WORKFORCE DEVELOPMENT AGENCY
801 K Street, Suite 2101
Sacramento, CA 95814

Re: *Catalina Ricaldai V. US Investigations Services, LLC*

Dear Sir/Madam:

I am an attorney who represents Catalina Ricaldai. Ms. Ricaldai is an employee of US Investigations Services, LLC ("Defendant"). Pursuant to California Labor Code Private Attorneys General Act of 2004, Cal. *Labor Code* Sections 2698, *et seq.*, my client is giving notice of alleged labor violations.

This letter is written on behalf of Ms. Ricaldai and on behalf of the following:

All investigators in California who are or were employed by Defendants, during the applicable statute of limitations period.

These "class members" and Ms. Ricaldai are aggrieved employees within the meaning of Cal. *Labor Code* Sections 2698, *et seq.* Defendant failed to provide duty-free meal periods, and to timely pay one hour wages for Defendant's failure to provide a duty-free meal period, in accordance with California *Labor Code* Sections 203, 226.7 and 512, and the applicable Wage Order, and failed to furnish Plaintiff and Class Members with an itemized statement in writing showing that they had earned one additional hour of pay for meal periods not provided.

Page 1 of 2

If the LWDA does not have the time or interest in investigating these matters, please inform us of your intent to not investigate. On behalf of the persons in the Plaintiff class (aggrieved employees), Plaintiff intends (if the LWDA does not act) to file an amended Complaint with a cause of action under the *Labor Code Private Attorneys General Act*.

Penalties are due as set forth in the California Labor Code Private Attorneys General Act of 2004, Cal. *Labor Code* Sections 2698, *et seq.*

Very truly yours,

WESTRUP KLICK LLP

By: 
PHILLIP R. POLINER

Attorneys for PLAINTIFF

cc: US Investigations Services, LLC
7799 Leesburg Pike, Ste 1100 N
Falls Church, VA 22043

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Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$5.54	

Sent To **LWDA Attn 2699 claims**
 Street, Apt. No. or PO Box No. **801 K St., Ste. 2101**
 City, State, ZIP+4 **Sacramento, CA 95814**
 PS Form 3800, August 2006 See Reverse for Instructions

6992 7022 0000 0510 9002

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Postage	\$.44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$5.54	

Sent To **US Investigations Services, LLC**
 Street, Apt. No. or PO Box No. **7799 Leesburg Pike, Ste. 1100 N**
 City, State, ZIP+4 **Falls Church, VA 22043**
 PS Form 3800, August 2006 See Reverse for Instructions

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**Labor & Workforce
 Development Agency
 Attention: 2699 claims
 801 K St., Ste. 2101
 Sacramento, CA 95814**

2. Article Number (Transfer from service label) **7008 0150 0003 7701 3882**

PS Form 3811, February 2004 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** **SEP 16 2010** Agent Addressee
 B. Received by (Printed Name) **State of California** C. Date of Delivery **2010**
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: **SEE**

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**US Investigations
 Services, LLC
 7799 Leesburg Pike
 Ste. 1100 N
 Falls Church, VA 22043**

2. Article Number (Transfer from service label) **7008 0150 0003 7701 3899**

PS Form 3811, February 2004 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature **x** **Nicole Nabeel** Agent Addressee
 B. Received by (Printed Name) **Nicole Nabeel** C. Date of Delivery **9/16/10**
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

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PROOF OF SERVICE

At the time of service I was over 18 years of age and not a party to this action. My business address is 444 West Ocean Boulevard, Suite 1614, Long Beach, California 90802-4524.

On March 25, 2011, I served the following documents described as: **FIRST AMENDED COMPLAINT**. I served the documents on all interested parties, as follows:

Lara K. Strauss
Joshua D. Levine
LITTLER MENDELSON, APC
501 West Broadway, Suite 900
San Diego, California 92101-3577
Telephone: (619) 232-0441
Facsimile: (619) 232-4302

Rod M. Fliegel
LITTLER MENDELSON, APC
650 California Street, 20th Floor
San Francisco, California 94108-2693
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

Attorneys for Defendant US Investigations Services, LLC

I am employed in the office of a member of the bar of this Court at whose direction the service was made.

The documents were served by the following means (specify):

- a. **By Personal Service.** I personally delivered the documents to the persons at the addresses listed above. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party’s residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.
- b. **By United States Mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above. I placed the envelope for collection and mailing, following our ordinary business practice. I am readily familiar with this business’s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Long Beach, California.
- c. **By Overnight Delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

1 I declare under penalty of perjury under the laws of the United States of America
2 that the foregoing is true and correct.

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4 Date: March 25, 2011


LIZ BROWN

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