

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

TLG SECURITY, an unknown business entity; Additional Parties Attachment form is attached

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MICHAEL EVANS, as an individual and on behalf of others similarly situated,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**

Superior Court of California  
County of Alameda

07/27/2023

Chad Finke, Executive Officer / Clerk of the Court

By: A. Linhares Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Superior Court

1225 Fallon Street

Oakland, CA 94612

CASE NUMBER: (Número del Caso):

23CV039533

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Peter M. Hart, 12121 Wilshire Blvd., Suite 525, Los Angeles, CA 90025, (310) 439-9298

DATE:

(Fecha) 07/27/2023

Clerk, by Chad Finke, Executive Officer / Clerk of the Court, Deputy  
(Secretario) A. Linhares (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

SHORT TITLE:

Evans v. TLG Security, et al.

CASE NUMBER:

23CV039533

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff☒ Defendant☐ Cross-Complainant☐ Cross-Defendant

TLG, INC., a California corporation; THE LANCASHIRE GROUP, INC., a California corporation; and DOES 1 through 100, inclusive,

Page \_\_\_\_ of \_\_\_\_

Page 1 of 1

**LAW OFFICES OF PETER M. HART**

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Ashlie E. Fox (State Bar No. 294407)  
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Attorneys for Plaintiff, Michael Evans

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Alameda

**07/27/2023 at 08:26:24 AM**

By: Angela Linhares,  
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

MICHAEL EVANS, as an individual and on  
behalf of others similarly situated,

Plaintiff,

v.

TLG SECURITY, an unknown business entity;  
TLG, INC., a California corporation; THE  
LANCASHIRE GROUP, INC., a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

**CASE NO. 23CV039533**

**CLASS ACTION COMPLAINT**

- (1) **FAILURE TO PROVIDE MEAL PERIODS;**
- (2) **FAILURE TO PROVIDE REST PERIODS;**
- (3) **FAILURE TO PAY MINIMUM WAGES;**
- (4) **FAILURE TO PAY OVERTIME WAGES;**
- (5) **VIOLATION OF LABOR CODE § 2802 (FAILURE TO REIMBURSE FOR ALL WORK-RELATED EXPENSES);**
- (6) **VIOLATION OF LABOR CODE § 227.3 (VACATION);**
- (7) **VIOLATION OF LABOR CODE § 226 (RECORD KEEPING);**
- (8) **VIOLATION OF LABOR CODE § 203;**  
**AND**
- (9) **UNFAIR BUSINESS PRACTICES (Violation of California Business & Professions Code §17200, et seq.)**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Michael Evans (“Plaintiff”) hereby submits this Class Action Complaint against  
2 Defendants TLG SECURITY, TLG, INC., THE LANCASHIRE GROUP, INC., and DOES 1-100  
3 (collectively, “Defendants”) on behalf of himself and the Class of similarly situated current and former  
4 employees of Defendants, as follows:

## 5 INTRODUCTION

6 1. This class action is within the Court’s jurisdiction under California Labor Code §§ 201-  
7 204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197.1, 2802, and the California Business and Professions  
8 Code § 17200, *et seq.* (Unfair Competition Law (“UCL”)), and the applicable wage order(s) issued by  
9 the Industrial Welfare Commission (“IWC”).

10 2. This complaint challenges systemic illegal employment practices resulting in violations  
11 of the California Labor Code, Business and Professions Code and applicable IWC wage orders against  
12 employees of Defendants.

13 3. Defendants have engaged in, among other things, a system of willful violations of the  
14 California Labor Code, Business and Professions Code and applicable IWC wage orders by creating  
15 and maintaining policies, practices and customs that knowingly deny employees their overtime wages,  
16 minimum wages, vacation wages, sick leave, reimbursement for all work related expenses, legally-  
17 mandated meal and rest periods and the corresponding premium pay, and accurate itemized wage  
18 statements.

19 4. The policies, practices and customs of Defendants described above and below have  
20 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that  
21 routinely adhere to the strictures of the California Labor Code, Business and Professions Code §§  
22 17200, *et seq.*, and applicable IWC Wage Orders.

## 23 JURISDICTION AND VENUE

24 5. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204,  
25 226, 226.7, 227.3, 512, 1194, 1194.2, 1197.1, 2802, the UCL, and the applicable IWC Wage Order(s).

26 6. This Court has jurisdiction over this Class Action pursuant to California Code of Civil  
27 Procedure § 382 and is consistent with Fed. R. Civ. P. Rules 23(a), (b)(1), (b)(2), and (b)(3).

28 ///

7. Venue is proper because at least one of Defendants does business in and has employees in the State of California and County of Alameda, and Plaintiff was employed in the County of Alameda.

## PARTIES

8. Plaintiff Michael Evans was employed in Alameda County as an hourly paid non-exempt employee of Defendants doing the work of a security guard. Plaintiff was employed by Defendants from approximately September 2022 through June 23, 2023. Plaintiff alleges the following facts that form the basis of his claims: (1) Plaintiff and similarly situated employees were not provided legally-mandated duty-free 30-minute meal or legally-mandated rest breaks, and were not compensated meal period premiums or rest period premiums; rather, Plaintiff and other similarly situated employees were a) not fully relieved of work duties for meal breaks or rest breaks because they were required to remain on-call, had to keep a walkie-talkie or radio on, and had to respond to issues during breaks, and b) did not receive timely meal and rest breaks because they were required to comply with Defendants' and/or Defendants' security guard clients' instructions as to when they could take breaks; (2) Plaintiff and similarly situated employees were not paid all minimum wages and overtime wages for all hours worked, including but not limited to for time worked during meal periods that were not duty free and time spent responding to communications from Defendants when off-the-clock; (3) Plaintiff and similarly situated employees were not given accurate and itemized wage statements, they did not reflect meal and rest period premiums owed, did not reflect all time worked, did not reflect all overtime wages owed; (4) Plaintiff and similarly situated employees were not reimbursed for cleaning expenses for the maintenance of required uniforms; (5) Plaintiff and similarly situated employees were not paid all vacation wages that should have been accrued and paid out upon termination; (6) Plaintiff and similarly situated employees were not paid their final wages in a timely fashion at the end of their employment, including not paid all wages earned and owed at the end of employment, and thus (7) Plaintiff and similarly situated employees were not provided accurate itemized wage statements. Plaintiff Evans was and is a victim of the policies, practices and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed him by California Labor Code §§ 201-204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197, 1197.1, 2802, the

1 UCL, and applicable IWC Wage Orders.

2 9. Plaintiff is informed and believes and based thereon alleges that Defendant TLG  
3 SECURITY was and is an unknown business entity doing business in the State of California.  
4 Defendant TLG SECURITY employed Plaintiff and similarly situated persons in the State of  
5 California.

6 10. Plaintiff is informed and believes and based thereon alleges that Defendant TLG, INC.  
7 was and is a California corporation doing business in the State of California. Defendant TLG, INC.  
8 employed Plaintiff and similarly situated persons in the State of California.

9 11. Plaintiff is informed and believes and based thereon alleges that Defendant THE  
10 LANCASHIRE GROUP, INC. was and is a California corporation registered with the California  
11 Secretary of State and doing business in the State of California. Defendant TLG, INC. employed  
12 Plaintiff and similarly situated persons in the State of California.

13 12. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned  
14 Defendants and DOES 1 through 100, are and were corporations, business entities, individuals, and  
15 partnerships, licensed to do business and actually doing business in the State of California.

16 13. Defendants own and operate locations in the State of California including in and/or  
17 around Alameda County and employ several hundred non-exempt hourly employees such as Plaintiff  
18 at any given time in the State of California.

19 14. As such, and based upon all the facts and circumstances incident to Defendants'  
20 businesses in California, Defendants are subject to Labor Code §§ 201-204, 226, 226.7, 227.3, 512,  
21 1194, 1194.2, 1197, 1197.1, 2802, and the UCL, and the applicable Wage Order(s) issued by the IWC.

22 15. Plaintiff does not know the true names or capacities, whether individual, partner or  
23 corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said  
24 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint  
25 when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges  
26 that each of said fictitious Defendants was responsible in some way for the matters alleged herein and  
27 proximately caused Plaintiff and members of the general public and Class to be subject to the illegal  
28 employment practices, wrongs and injuries complained of herein.

16. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

17. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the joint employer, agent, employer, alter ego and/or joint venturer of, or working in concert with each of the other Co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

18. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

19. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

## CLASS ACTION ALLEGATIONS

20. Definition: The named individual Plaintiff brings this action on behalf of himself and a Class of all current and former hourly paid, non-exempt employees of Defendants in California during the period from four (4) years prior to the filing of this Complaint to the present, including the following Subclass:

(a) all current and former hourly paid, non-exempt employees of Defendants doing the work of security guards in California during the period from four (4) years prior to the filing of this Complaint

1 to the present;

2       21.     Numerosity: The members of the Class and each Subclass exceeds 200 persons and are  
3 so numerous that joinder of all members would be impractical, if not impossible. The identity of the  
4 members of the Class is readily ascertainable by review of Defendants' records, including time and  
5 payroll records. Plaintiff is informed and believes and based thereon alleges that: (a) Class Members  
6 were not paid all overtime wages or minimum wages owed; (b) Class Members were not provided  
7 legally-mandated meal and rest periods and were not paid the corresponding premium pay; (c) Class  
8 Members were not provided accurate itemized wage statements pursuant to California Labor Code §  
9 226; (d) Class Members were not paid their final wages in a timely fashion and not paid all wages  
10 earned and owed at the end of their employment and are entitled to waiting time penalties pursuant to  
11 California Labor Code § 203; (e) Class Members were not reimbursed for all work-related uniforms or  
12 the cost of the maintenance of such uniforms; and (f) Class Members were not paid all earned and  
13 accrued vacation wages owed.

14       22.     Adequacy of Representation: The named Plaintiff is fully prepared to take all necessary  
15 steps to represent fairly and adequately the interests of the class defined above. Plaintiff's attorneys  
16 are ready, willing and able to fully and adequately represent the Class and individual Plaintiff.  
17 Plaintiff's attorneys have certified, prosecuted, and settled wage-and-hour class actions in the past and  
18 currently have a number of wage-and-hour class actions pending in California courts.

19       23.     Common Question of Law and Fact: There are predominant common questions of law  
20 and fact and a community of interest amongst Plaintiff and the claims of the Class including but not  
21 limited to Defendants': (a) failure to pay all minimum and overtime wages owed; (b) failure to provide  
22 legally-mandated meal and rest periods; (c) failure to provide duty-free meal and rest periods; (d)  
23 failure to provide relief for meal periods; (e) requiring employees to do work and be on duty during  
24 meal periods and rest periods; (f) failure to keep and provide accurate payroll records in violation of  
25 Labor Code § 226; (g) failure to pay Class Members their final wages in a timely fashion and not paid  
26 all wages earned and owed at the end of their employment and are entitled to waiting time penalties  
27 pursuant to California Labor Code § 203; (h) failure to reimburse Class Members for work-related  
28 uniforms or the costs of the maintenance of such uniforms; (i) failure to pay Class Members all earned



1 and accrued vacation wages on separation; and (j) engaging in unfair business practices in violation of  
2 California Business and Professions Code §§ 17200, *et seq.*

3 24. Typicality: The claims of Plaintiff are typical of the claims of all members of the Class.  
4 Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§  
5 201-204, 226, 226.7, 227.3, 512, 1194, 1194.2, 1197, 1197.1, 2802, the California Business and  
6 Professions Code §§ 17200, *et seq.*, and the applicable IWC Wage Orders.

7 25. The California Labor Code and Wage Order provisions upon which Plaintiff bases his  
8 claims are broadly remedial in nature. These laws and labor standards serve an important public  
9 interest in establishing minimum working conditions and standards in California. These laws and labor  
10 standards protect the average working employee from exploitation by employers who may seek to take  
11 advantage of superior economic and bargaining power in setting onerous terms and conditions of  
12 employment.

13 26. The nature of this action and the format of laws available to Plaintiff and members of  
14 the Class identified herein make the class action format a particularly efficient and appropriate  
15 procedure to redress the wrongs alleged herein. If each employee were required to file an individual  
16 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they  
17 would be able to exploit and overwhelm the limited resources of each individual plaintiff with their  
18 vastly superior financial and legal resources. Requiring each Class Member to pursue an individual  
19 remedy would also discourage the assertion of lawful claims by employees who would be disinclined  
20 to file an action against their former and/or current employer for real and justifiable fear of retaliation  
21 and permanent damage to their careers and subsequent employment.

22 27. The prosecution of separate actions by the individual Class Members, even if possible,  
23 would create a substantial risk of: (a) inconsistent or varying adjudications with respect to individual  
24 Class Members against the Defendants and which would establish potentially incompatible standards  
25 of conduct for the Defendants; and/or (b) adjudications with respect to individual Class Members  
26 which would, as a practical matter, be dispositive of the interest of the other Class Members not  
27 parties to the adjudications or which would substantially impair or impede the ability of the class  
28 members to protect their interests. Further, the claims of the individual members of the Class are not

1 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs  
2 and expenses.

3 28. Proof of a common business practice or factual pattern, which the named Plaintiff  
4 experienced and is representative of, will establish the right of each of the members of the Class to  
5 recover on the causes of action alleged herein.

6 29. The Class is commonly entitled to a specific fund with respect to the compensation  
7 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those  
8 funds being improperly withheld by Defendants. This action is brought for the benefit of the entire  
9 Class and will result in the creation of a common fund.

### 10 **FIRST CAUSE OF ACTION**

#### 11 **Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7 and 512**

#### 12 **(Against All Defendants by Plaintiff and the Class)**

13 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though  
14 fully set forth herein.

15 31. In accordance with the mandates of the California Labor Code and the applicable IWC  
16 Wage Orders, Defendants had a duty to provide meal periods in accordance with the law for every five  
17 (5) hours worked.

18 32. As a pattern and practice and policy, Defendants did not provide employees with their  
19 meal periods according to the mandates of the California Labor Code and the applicable IWC Wage  
20 Orders because: (1) Plaintiff and other similarly situated employees were not fully relieved of work  
21 duties during meal periods because they were required to remain on-call during meal periods, they had  
22 to keep a walkie-talkie or radio on during meal periods, and they were required to respond to issues  
23 during meal periods; and (2) Plaintiff and other similarly situated employees did not receive timely  
24 meal periods because they were required to comply with Defendants' and/or Defendants' security  
25 guard clients' instructions as to when they could take their meal periods. Defendants further did not  
26 pay proper compensation for these failures.

27 33. Defendants' policy of failing to provide Plaintiff and the Class with legally-mandated  
28 meal periods is a violation of California law.

34. Defendants willfully failed to pay employees whom they did not provide meal periods the premium compensation set out in Labor Code § 226.7 and the applicable IWC Wage Orders, and Plaintiff and the Class are owed wages for meal period premium pay.

35. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Orders, including interest thereon.

36. Defendants willfully failed to provide meal periods and the corresponding premium compensation. Defendants' willful failure to provide meal periods and failure to pay meal period premium wage pay upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

37. Moreover, Plaintiff and the Class are entitled to recover reasonable attorney's fees in connection with their meal period claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

## SECOND CAUSE OF ACTION

## Failure to Provide and Authorize and Permit Rest Periods in Violation of Labor Code § 226.7

**(Against All Defendants by Plaintiff and the Class)**

38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

39. In accordance with the mandates of the California Labor Code and the applicable IWC Wage Orders, Defendant had a duty to provide and authorize and permit Plaintiff and the Class a 10-minute rest period for every four (4) hours worked or major fraction thereof.

40. As a pattern and practice and policy of the company, Defendants did not provide employees with their rest periods or authorize and permit them under the law because: (1) Plaintiff and other similarly situated employees were not fully relieved of work duties during rest periods because they were required to remain on-call during rest periods, they had to keep a walkie-talkie or radio on during rest periods, and they were required to respond to issues during rest periods; and (2) Plaintiff

1 and other similarly situated employees did not receive timely rest periods because they were required  
2 to comply with Defendants' and/or Defendants' security guard clients' instructions as to when they  
3 could take their rest periods. Further, Defendants did not pay proper premium compensation for these  
4 failures.

5 41. Defendants' policy of failing to provide and authorize and permit Plaintiff and the Class  
6 with legally-mandated rest periods is a violation of California law.

7 42. Defendants willfully failed to pay employees whom they did not provide and authorize  
8 and permit rest periods the premium compensation set out in Labor Code § 226.7 and the applicable  
9 IWC Wage Orders, and Plaintiff and the Class are owed wages for rest period premiums as set forth  
10 above.

11 43. Such a pattern, practice and uniform administration of corporate policy as described  
12 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in  
13 a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7  
14 and the applicable IWC Wage Orders, including interest thereon.

15 44. Defendants willfully failed to provide rest periods and the corresponding premium  
16 compensation. Defendants' willful failure to provide rest periods and failure to pay rest period  
17 premium wage pay upon separation from employment results in a continued payment of wages up to  
18 thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have  
19 separated from employment are entitled to compensation pursuant to Labor Code § 203.

20 45. Moreover, Plaintiff and the Class are entitled to recover reasonable attorney's fees in  
21 connection with their rest period claims pursuant to Code of Civil Procedure Section 1021.5, the  
22 substantial benefit doctrine and/or the common fund doctrine.

### 23 **THIRD CAUSE OF ACTION**

#### 24 **Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1194.2, 1197, and 1197.1** 25 **(Against All Defendants by Plaintiff and the Class)**

26 46. Plaintiff re-alleges and incorporates by reference the preceding as though fully set for  
27 herein.

28 ///

47. This cause of action is brought pursuant to Labor Code §§ 1194, 1194.2, 1197, 1197.1, which provide that employees are entitled to minimum wages and compensation for work performed, and provide a private right of action for failure to pay minimum wages for work performed.

48. At all times relevant herein, California Labor Code §§ 1194 and 1197 provided that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

49. As a pattern and practice, Defendants regularly required Plaintiff and Class Members to work hours in excess of eight hours a day and forty hours in a workweek, but only paid them for forty hours of work as opposed to all hours worked, including but not limited to by failing to pay Plaintiff and Class Members for: (1) time worked during meal periods that were not duty free; and (2) time spent responding to communications from Defendants when off-the-clock. Thus, Plaintiff and the Class were required to work hours without the compensation of minimum wages.

50. Defendants willfully failed to pay employees minimum wages for all hours worked. Defendants' willful failure to provide minimum wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

51. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of minimum wages owing, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.

#### FOURTH CAUSE OF ACTION

**For Failure to Compensate For All Overtime Hours Worked in Violation of Labor Code § 1194  
(Against All Defendants by Plaintiff and the Class)**

52. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

/ / /

1           53.     This cause of action is brought pursuant to Labor Code § 1194, which provides that  
2 employees are entitled to overtime wages and compensation for work performed, and provides a  
3 private right of action for failure to pay legal overtime compensation for overtime work performed.

4     At all times relevant herein, Defendants were required to compensate their nonexempt, hourly  
5 employees for all overtime hours worked pursuant to California Labor Code § 1194.

6           54.     As a pattern and practice, Defendants systemically failed to pay all overtime wages  
7 earned. As a pattern and practice, Defendants required their non-exempt employees to work in excess  
8 of eight (8) hours a day and/or in excess of forty (40) hours in a workweek. Nevertheless, Defendant  
9 did not pay them the proper overtime compensation for hours worked in excess of eight (8) hours a  
10 day and/or in excess of forty (40) hours in a workweek, including but not limited to by failing to pay  
11 Plaintiff and Class Members for: (1) time worked during meal periods that were not duty free; and (2)  
12 time spent responding to communications from Defendants when off-the-clock. Accordingly, Plaintiff  
13 and Class Members were not compensated for overtime pay for all hours they were subject to the  
14 control of Defendants including all time they were suffered or permitted to work.

15           55.     As a pattern and practice, Defendants regularly failed to pay overtime and double-time  
16 wages for unpaid work time. Additionally, as a pattern and practice, Defendants regularly required  
17 Plaintiff and Class Members to work hours without the payment of overtime wages.

18           56.     Plaintiff is informed and believes and based thereon alleges that Defendants reduced  
19 their labor costs by not paying its employees the appropriate overtime pay. This corporate conduct is  
20 accomplished with the advance knowledge and designed intent to save labor costs by requiring  
21 Plaintiff and members of the Class to work without proper overtime compensation.

22           57.     As a pattern and practice, in violation of the aforementioned labor laws and wage  
23 orders, Plaintiff is informed and believes and based thereon alleges Defendants did not properly  
24 maintain records pertaining to the proper and accurate rates of pay in violation of California Labor  
25 Code §§ 226 and 1194.

26           58.     Plaintiff is informed and believes and based thereon alleges Defendants' regular  
27 business custom and practice of requiring overtime work and not paying for said work according to the  
28 overtime mandates of California law is, and at all times herein mentioned was in violation of

1 California Labor Code § 1194 and California Industrial Welfare Commission Wage Order(s).  
2 Defendants' employment policies and practices wrongfully and illegally failed to compensate Plaintiff  
3 for overtime compensation earned as required by California law.

4 59. Defendants willfully failed to pay employees proper compensation for all overtime  
5 hours worked. Defendants' willful failure to provide overtime wages due and owing them upon  
6 separation from employment results in a continued payment of wages up to thirty (30) days from the  
7 time the wages were due. Therefore, Plaintiff and other members of the Class who have separated  
8 from employment are entitled to compensation pursuant to Labor Code § 203.

9 60. Such a pattern, practice and uniform administration of corporate policy regarding  
10 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery  
11 by Plaintiff in a civil action, for the unpaid balance of the full amount of overtime premiums owing,  
12 including interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the  
13 mandate of California Labor Code § 1194.

#### 14 **FIFTH CAUSE OF ACTION**

#### 15 **For Failure to Indemnify for All Work Expenses in Violation of Cal. Lab. Code § 2802**

#### 16 **(Against All Defendants by Plaintiff and the Class)**

17 61. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though  
18 fully set forth herein.

19 62. This cause of action is brought pursuant to Labor Code § 2802 which requires that  
20 employers indemnify their employees for all necessary expenditures or losses incurred by their  
21 employees in direct consequence of the discharge of their employees' duties.

22 63. As a matter of uniform corporate policy, procedure and practice Defendants violated  
23 Labor Code § 2802 by failing to reimburse all costs for work-related uniforms, including cleaning  
24 expenses incurred maintain required work uniforms.

25 64. Plaintiff alleges that Defendants' uniform policies regarding the failure to reimburse  
26 work-related expenses for maintaining of work uniforms violate California law.

27 65. Plaintiff also alleges, in the alternative, even if Defendants' policies regarding the  
28 reimbursement of work related expenses for work uniforms are compliant with the law, Defendant, as

1 a matter of uniform practice, failed to reimburse these expenses, which Defendants required of its  
2 employees to purchases so they could perform their job duties.

3 66. Plaintiff alleges that Class Members also incurred expenses to maintain work uniforms  
4 and other work related equipment and requested reimbursement for such expenses and were not  
5 reimbursed for such expenses throughout the time frame set forth in this Complaint.

6 67. Such a pattern, practice and uniform administration of corporate policy regarding  
7 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery  
8 by Plaintiff and the class and subclasses in a civil action for all reimbursements owed, and for costs  
9 and attorneys' fees.

## 10 **SIXTH CAUSE OF ACTION**

### 11 **For Forfeiture of Vested Earned Vacation in Violation of Labor Code § 227.3**

#### 12 **(Against All Defendants by Plaintiff and the Class)**

13 68. Plaintiff hereby re-alleges and incorporates by reference all preceding paragraphs as  
14 alleged above as if fully set forth herein.

15 69. This cause of action is brought pursuant to Labor Code § 227.3 which prohibits  
16 employers from forfeiting the vested vacation wages and personal choice holidays of their employees  
17 (including but not limited to personal days, flexible days, paid time off, PTO, and other paid time off).

18 70. As a matter of uniform corporate policy, procedure and practice Defendants violated  
19 Labor Code § 227.3 by failing to properly accrue to Plaintiff and Class Members all earned and vested  
20 vacation wages (including but not limited to personal days, flexible days, paid time off, PTO, and  
21 other paid time off) and fails to cash out at the end of employment all such earned and unused vacation  
22 time.

23 71. Defendants' uniform corporate policy results in a cliff-vesting forfeiture in violation of  
24 Labor Code § 227.3 in that by agreement employees can earn toward a set of promised vacation days  
25 (including but not limited to personal days, flexible days, paid time off, PTO, and other paid time off),  
26 and by their work have earned these days, however, such earned vacation time awarded these  
27 employees and is not cashed out but is forfeited.

28 ///



72. As such, Plaintiff and Class Members had such vacation wages forfeited, specifically in that Plaintiff and Class Members were not paid for all vacation wages and personal choice holidays (including, but not limited to personal days, flexible days, paid time off, 'PTO', and other paid time off) that he and they had legally earned, vested, and had not used at the time their employment ended and, further, legally earned vacation wages and personal choice holidays (including, but not limited to personal days, flexible days, paid time off, 'PTO', and other paid time off).

73. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the class in a civil action for damages and wages owed and for costs and attorneys' fees.

## SEVENTH CAUSE OF ACTION

## For Violation of Labor Code § 226 Regarding Record Keeping

**(Against All Defendants by Plaintiff and the Class)**

74. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 63 as though fully set for herein.

75. Defendants, as a matter of uniform policy, practice and procedure, did not maintain and keep accurate records of their California non-exempt hourly employees in violation of Labor Code § 226.

76. For example, as a matter of policy and practice, among the violations of Labor Code § 226, Defendants failed to record and pay all minimum and overtime wages owed, failed to record and pay meal period premium wages and failed to pay all rest period premium wages when owed, failed to pay all final and vacation wages at the end of employment and all wages earned and owed at the end of employment, failed to pay for all time suffered and permitted to work, resulting in a failure to keep accurate records of the hours worked. Defendants also failed to keep accurate records payment of wages, including the payment of minimum wages, overtime wages, and the corresponding rates of pay.

77. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in

1 a civil action, for all damages and/or penalties pursuant to Labor Code § 226, including interest  
2 thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California  
3 Labor Code § 226.

4 78. Defendants' wrongful and illegal conduct in failing to accurately record the hours  
5 worked in accordance with Labor Code § 226 despite the clear legal obligation to do so, unless and  
6 until enjoined and restrained by order of this court, will cause great and irreparable injury to Plaintiff  
7 and all members of the Class in that the Defendants will continue to violate these California laws,  
8 represented by labor statutes, unless specifically ordered to comply with same. This expectation of  
9 future violations will require current and future employees to repeatedly and continuously seek legal  
10 redress in order to gain compensation to which they are entitled under California law. Plaintiff and the  
11 Class have no other adequate remedy at law to insure future compliance with the California labor laws  
12 and wage orders alleged to have been violated herein.

#### 13 **EIGHTH CAUSE OF ACTION**

#### 14 **Violation of Labor Code §§ 201 – 204**

#### 15 **(Against All Defendants by Plaintiff and the Class)**

16 79. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though  
17 fully set for herein.

18 80. At all times relevant herein, Defendants were required to pay Plaintiff and Class  
19 Members all wages owed in a timely fashion at the end of employment pursuant to California Labor  
20 Code §§ 201 to 204.

21 81. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class  
22 Members their final wages pursuant to Labor Code §§ 201 to 204 for all meal period wages, rest  
23 period wages, minimum wages and overtime wages that were not paid during employment as  
24 previously alleged, as well as vacation wages earned and accrued, and accordingly owe waiting time  
25 penalties pursuant to Labor Code § 203.

26 82. The conduct of Defendants and their agents and employees as described herein was  
27 willfully done in violation of Plaintiff and Class Members' rights, and done by managerial employees  
28 of Defendants.

83. Defendants' willful failure to pay all meal period premium wages, rest period premium wages, minimum wages and overtime wages, and improperly deducting wages for work-related uniforms resulted in wages that are due that were owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

## NINTH CAUSE OF ACTION

**For Violations of Business and Professions Code § 17200, *et seq.***

**(Against All Defendants by Plaintiff and the Class)**

84. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

85. Defendants, and each of them, have engaged and continue to engage in unfair business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by their: (a) failure to pay all meal and rest period premium wages owed; (b) failure to pay all minimum wages and overtime wages earned and owed; (c) deducting wages for work-related uniforms; and (d) failure to pay all vacation wages earned and accrued on termination.

86. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors.

87. Plaintiff seeks, on his own behalf, on behalf of other members of the Class similarly situated, and on behalf of the general public, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein. The restitution sought herein includes the equivalent of: (a) all unpaid minimum and overtime wages for all hours worked, (b) all unpaid meal and rest period premium wages owed, (c) all wages deducted for uniforms, and (d) all unpaid vacation wages earned and accrued.

88. Plaintiff seeks, on his own behalf, on behalf of other members of the Class similarly situated, and on behalf of the general public, an injunction to prohibit Defendants from continuing to engage in the unfair business practices complained of herein.

89. The acts complained of herein occurred within the last four years preceding the first filing of the complaint in this action.

90. Plaintiff is informed and believes and on that basis alleges that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the general public the minimum working condition standards and conditions due to them under the California laws and Industrial Welfare Commission wage orders as specifically described therein.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff on his own behalf and on the behalf of the members of the Class and the general public prays for judgment as follows:

1. For an order certifying the proposed Classes and Subclass;
2. For an order appointing Plaintiff as the representative of the Class and Subclass;
3. For an order appointing Counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, for all meal period premium wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs;
5. Upon the Second Cause of Action, for all rest period premium wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs;
6. Upon the Third Cause of Action, for all minimum wages owed, liquidated damages, for attorney's fees and costs, and for waiting time penalties according to proof pursuant to California Labor Code § 203;
7. Upon the Fourth Cause of Action, for all overtime wages owed, for attorney's fees and costs, and for waiting time wages according to proof pursuant to California Labor Code § 203;

/ / /

- 1 8. Upon the Fifth Cause of Action, for reimbursement of all work-related expenses and  
2 interest thereon, and for attorney's fees and costs according to proof pursuant to  
3 California Labor Code § 2802;
- 4 9. Upon the Sixth Cause of Action, for all vested vacation wages and personal choice  
5 holidays (including but not limited to personal days, flexible days, paid time off, PTO,  
6 and other paid time off) pursuant to Labor Code § 227.3 and for costs and attorneys'  
7 fees;
- 8 10. Upon the Seventh Cause of Action, for damages or penalties pursuant to statute as set  
9 forth in California Labor Code § 226, and for costs and attorneys' fee, and for an order  
10 to show cause why Defendants should not be enjoined and ordered to comply with the  
11 requirements of Labor Code § 226 for Defendants' employees related to same, and for  
12 an order enjoining and restraining Defendants and their agents, servants and employees  
13 related thereto;
- 14 11. Upon the Eighth Cause of Action, for waiting time penalties according to proof  
15 pursuant to California Labor Code § 203;
- 16 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and other similarly affected  
17 members of the general public of all monies unlawfully acquired by Defendants by  
18 means of any acts or practices declared by this Court to be violative of the mandate  
19 established by the UCL, and for an injunction to prohibit Defendants from engaging in  
20 the unfair business practices complained of herein, and for an injunction requiring  
21 Defendants to give notice to persons to whom restitution is owing of the means by  
22 which to file for restitution;
- 23 13. For reasonable attorneys' fees, expenses and costs as provided by California Labor  
24 Code §§ 218.5, 226, 227.3, 1194, 1194.3, 2802, Code of Civil Procedure § 1021.5, and  
25 as otherwise provided by law; and

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14. For such other and further relief the court may deem just and proper.

DATED: July 26, 2023

LAW OFFICES OF PETER M. HART

By: /s/ Peter M. Hart  
Peter M. Hart  
Ashlie E. Fox  
Attorneys for Plaintiff Michael Evans

**DEMAND FOR JURY TRIAL**

Plaintiff, for himself and the Class, hereby demands a jury trial as provided by California law.

Dated: July 26, 2023

LAW OFFICES OF PETER M. HART

By: /s/ Peter M. Hart  
Peter M. Hart  
Ashlie E. Fox  
Attorneys for Plaintiff Michael Evans

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Peter M. Hart (State Bar No. 198691) / Ashlie E. Fox (State Bar No. 294407)</b> Law Offices of Peter M. Hart 12121 Wilshire Blvd., Suite 525 Los Angeles, CA 90025 TELEPHONE NO.: <b>(310) 439-9298</b> FAX NO.: <b>(509) 561-6441</b> ATTORNEY FOR (Name): <b>Michael Evans</b>		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Alameda <b>07/27/2023 at 08:26:24 AM</b> By: Angela Linhares, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>ALAMEDA</b> STREET ADDRESS: <b>1225 Fallon Street</b> MAILING ADDRESS: <b>1225 Fallon Street</b> CITY AND ZIP CODE: <b>Oakland, CA 94612</b> BRANCH NAME: <b>Rene C. Davidson Courthouse</b>		CASE NUMBER: <div style="border: 1px solid black; padding: 2px; font-family: monospace; font-size: 1.2em;">23CV039533</div>	
CASE NAME: <b>Michael Evans v. TLG Security, et al.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
JUDGE:		DEPT:	

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |   |
|--|---|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): **Nine (9)**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **July 26, 2023**

**Ashlie E. Fox**

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress

## Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

## Employment

- Wrongful Termination (36)
- Other Employment (15)

## Contract

- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease
    - Contract (*not unlawful detainer or wrongful eviction*)
  - Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

## Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
  - Mechanics Lien
  - Other Commercial Complaint Case (*non-tort/non-complex*)
  - Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition



F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title:

Evans V. TLG Security, et al.

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

☒ Oakland, Rene C. Davidson Alameda County Courthouse (446) ☐ Hayward Hall of Justice (447)  
☐ Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input checked="" type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 09 Other petition

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>		Reserved for Clerk's File Stamp  <b>FILED</b> Superior Court of California County of Alameda 07/27/2023 Clad Fluke, Executive Officer/Clerk of the Court By: <u>A. Linhares</u> Deputy
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: MICHAEL EVANS, as an individual and on behalf of others similar		
DEFENDANT: TLG SECURITY, an unknown business entity et al		
<b>NOTICE OF CASE MANAGEMENT CONFERENCE</b>		CASE NUMBER: 23CV039533

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 11/27/2023	Time: 8:30 AM	Dept.: 21
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

**Meet and confer**, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

**Post jury fees** as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://eportal.alameda.courts.ca.gov>.

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center"><b>FILED</b> Superior Court of California County of Alameda <b>07/27/2023</b></p>
<p>PLAINTIFF/PETITIONER: MICHAEL EVANS, as an individual and on behalf of others similarly situated</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: TLG SECURITY, an unknown business entity et al</p>	
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	<p>CASE NUMBER: 23CV039533</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Peter M Hart  
LAW OFFICES OF PETER M. HART  
12121 Wilshire Blvd., Suite 525  
Los Angeles, CA 90025

Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/02/2023

By:

A. Linhares, Deputy Clerk

**CERTIFICATE OF MAILING**

<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF ALAMEDA</b>		Reserved for Clerk's File Stamp  <b>FILED</b> Superior Court of California County of Alameda <b>07/27/2023</b> Chad Flake, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: MICHAEL EVANS, as an individual and on behalf of others similar		
DEFENDANT: TLG SECURITY, an unknown business entity et al		
<b>NOTICE OF COMPLEX DETERMINATION HEARING</b>		CASE NUMBER: <b>23CV039533</b>

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all parties omitted from this notice or brought into the action after this notice was mailed.

Your Complex Determination Hearing has been scheduled on:

Date: 08/29/2023      Time: 3:30 PM      Dept.: 21  Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612
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Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Determination Hearing.

The judge may place a tentative ruling in your case's on-line register of actions before the hearing. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative rulings at <https://eportal.alameda.courts.ca.gov>.