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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9

10 MARK SARKIS, JOCELYNE) Case No.: 2:23-cv-10483
11 QUINTANILLA, KEITH SPENCER,)
12 MIGUEL ZENDEJAS and JENNIFER) **COMPLAINT FOR DAMAGES;**
GARCIA,) **DEMAND FOR JURY TRIAL**
13)
14 Plaintiffs,)
15 vs.)
16 CITY OF LOS ANGELES; and DOES)
1 through 10, inclusive,)
17)
18 Defendants.)
19)

20 **JURISDICTION**

21 1. This Court has subject matter jurisdiction over this action pursuant
22 to 28 U.S.C. §§ 1331 and 1343(3) as the controversy arises under “constitution,
23 laws or treaties of the United States; specifically, the claim arises under the Fair
24 Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et seq.*, (“FLSA”).
25

26 **VENUE**

27 2. Venue is proper in the Central District of California pursuant to 28
28 U.S.C. § 1391(b) because a substantial part of the acts, events, or omissions giving

1 rise to the action occurred in this District and Plaintiffs and Defendant each
2 reside/operate businesses within this district.

3 **PARTIES**

4 3. The above-captioned Plaintiffs are all currently employed by
5 Defendant City of Los Angeles as sworn police officers.

6 4. Defendant, CITY OF LOS ANGELES (“CITY” or “Defendant”), is a
7 political subdivision of the State of California located within California and is an
8 employer whose employees are engaged in commerce within the meaning of 29
9 U.S.C. § 207(a) and as defined in 29 U.S.C. §§ 203(d) and 203(e)(2)(c).

10 5. Each of the DOES 1 through 10, inclusive, is so named because
11 Plaintiffs does not know their true names and/or capacities at this time. Plaintiffs
12 will seek leave of Court to amend this Complaint when the true names and
13 capacities of the defendants designated herein as DOES 1 through 10 have been
14 ascertained.

15 6. Plaintiffs are informed and believe, and on the basis of such
16 information and belief, allege that each defendant was an agent, employee, partner,
17 and/or alter ego of each of the other remaining defendants, and in doing the things
18 herein alleged were acting within the scope and course of such agency and/or
19 employment. Upon information and belief, each of the fictitiously named
20 defendants are responsible in some manner for the occurrences herein alleged, and
21 Plaintiffs’ injuries as herein alleged were proximately caused by such defendants.

22 7. The defendants, and each of them, save and except Defendant CITY,
23 which is sued as an entity, are sued in their individual and official capacities.

24 8. The acts of defendants were in accordance with, and represent the
25 official policy of, Defendant CITY or those whose edicts or acts may fairly be said
26 to represent official policies hereinafter set forth.

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1 are informed and believe that Defendant willfully, knowingly and intentionally
2 failed to comply with the FLSA.

3 **FIRST CAUSE OF ACTION**

4 **FOR WILLFUL VIOLATION OF 29 U.S.C. § 207**

5 **(Against All Defendants for Failure to Pay Overtime)**

6 15. Plaintiffs reassert and reallege paragraphs 1 through 14, inclusive, as
7 if fully set forth and incorporates said paragraphs herein by reference.

8 16. Defendant has either recklessly, or knowingly and intentionally,
9 failed and refused to compensate Plaintiffs for all of their overtime compensation
10 by failing to apply retroactive pay increases for time spent in “Temporary Higher
11 Pay” assignments to their regular rate of pay when calculating overtime
12 compensation.

13 17. The application of retroactive pay increases to overtime
14 compensation, “...operates to increase the regular rate of pay of the employees for
15 the period of its retroactivity. Thus, if an employee is awarded a retroactive
16 increase of 10 cents per hour, he is owed, under the Act, a retroactive increase of
17 15 cents for each overtime hour he has worked during the period, no matter what
18 the agreement of the parties may be. A retroactive pay increase in the form of a
19 lump sum for a particular period must be prorated back over the hours of the
20 period to which it is allocable to determine the resultant increases in the regular
21 rate, in precisely the same manner as a lump sum bonus. For a discussion of the
22 method of allocating bonuses based on employment in a prior period to the
23 workweeks covered by the bonus payment, see § 778.209.” 29 CFR § 778.303.

24 18. Defendant failed to include Plaintiffs’ retroactive pay increases into
25 their regular rate of pay when calculating overtime compensation.

26 19. Although Defendant was apprised of the law regarding the payment
27 of hours covered by the FLSA, Defendant failed to compensate Plaintiffs in a
28 timely manner.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

DATED: December 14, 2023

DEASON & ARCHBOLD

By: s/ Matthew F. Archbold
Matthew F. Archbold
Attorneys for Plaintiffs

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