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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
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11 JOSE VERDIN, MIGUEL) Case No.: 2:24-cv-8892
12 ALCANTAR, MARK SARKIS,)
13 TODD BOOTH, DERRICK) [COLLECTIVE ACTION PURSUANT
BOYKINS, GERMAN CABALLERO,) TO 29 USC §216(b)]
14 SAMUEL CHO, JONATHAN)
15 DELGADILLO, JEREMY DUNCAN,)
DAN FOURNIER, RODRIGO) **COMPLAINT FOR DAMAGES**
16 LOPEZ, JASON MALIK, THOMAS)
17 PENSON, HEATHER AMY,)
FREDDY ARROYO, JACK)
18 BLANCHARD, RALPH BROWN,)
19 EDWARD CASTRO, JOSE)
CHAVEZ, ALICIA CRUZ SAINT-)
20 JAMES, ERIC DIRKSEN, SHAWN)
21 GREGORY, MICHAEL)
HARRINGTON, HUMBERTO)
22 IRIGOYEN, JOHN KLINE, GARY)
23 KOBAYASHI, CRAIG KOJIMA,)
DOUGLAS MCCOMBS, MICHAEL)
24 MONTOYA, ROBERTO MORALES,)
25 RUBEN MORENO, MICHAEL)
NEIGHBORS, ALEX POZO,)
26 CHRISTOPHER RUIZ, DAVID)
27 CRAIG, TERRY RUPPEL, JR.,)
28 _____)

1 STEPHEN WINTER, MICHAEL)
 2 MATSUDA, GEORGE MEJIA and)
 3 SHUJI YAMADA,)
 4)
 5 Plaintiffs,)
 6 vs.)
 7)
 8 CITY OF LOS ANGELES; and DOES)
 9 1 through 10, inclusive,)
 10)
 11 Defendants.)
 12)
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JURISDICTION

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

VENUE

2. Venue is proper in the Central District of California pursuant to 28 U.S.C. § 1391(b) because a substantial part of the acts, events, or omissions giving rise to the action occurred in this District and Plaintiffs and Defendant each reside/operate businesses within this district.

PARTIES

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

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

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

6 6. Plaintiffs are informed and believe, and on the basis of such
7 information and belief, allege that each defendant was an agent, employee, partner,
8 and/or alter ego of each of the other remaining defendants, and in doing the things
9 herein alleged were acting within the scope and course of such agency and/or
10 employment. Upon information and belief, each of the fictitiously named
11 defendants are responsible in some manner for the occurrences herein alleged, and
12 Plaintiffs' injuries as herein alleged were proximately caused by such defendants.

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

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

18 9. Each defendant herein willfully committed, ordered, directed,
19 supervised, allowed, planned, ratified, concealed, organized or otherwise
20 participated in the unlawful acts complained of herein.

21 **COLLECTIVE ACTION ALLEGATIONS**

22 10. This is a collective action pursuant to FLSA, 29 U.S.C. § 216(b)
23 brought by individual and representative Plaintiffs, on behalf of themselves, and all
24 others similarly situated, against his current employer. Plaintiffs and putative
25 collective action members (all putative members hereinafter referred to collectively
26 as "Collective Action Members") seek recovery for violations of federal overtime
27 provisions as a result of Defendant's actions in not timely compensating Plaintiffs
28 and Collective Action Members all of their overtime compensation by not

1 including their Education Incentive pay into their regular rate of pay when
2 calculating overtime due. All such employees are similarly situated under the
3 FLSA, 29 U.S.C. § 216(b).

4 11. This action is brought under the FLSA to recover from Defendant
5 unpaid overtime compensation, liquidated damages, attorney's fees and costs of
6 suit.

7 **STATEMENT OF FACTS**

8 12. Plaintiffs worked in different divisional assignments throughout the
9 City of Los Angeles, but each Plaintiff qualified for, and received, a biweekly
10 Education Incentive.

11 13. The Education Incentive is a fixed, biweekly payment of either \$190
12 for an Associate's Degree, or \$290.00 for a Bachelor's Degree from an accredited
13 college or University.

14 14. Defendant CITY failed to include this Education Incentive into the
15 regular rate of compensation for Plaintiffs and Collective Action Members when
16 calculating overtime compensation.

17 15. Plaintiff VERDINE is informed and believes, and thereon alleges that
18 he received the \$290.00 Education Incentive during the last three years, and that he
19 worked an average of approximately 65 hours of overtime per deployment period,
20 and had a regular hourly rate of approximately \$78.00/hr.

21 16. Plaintiff ALCANTAR is informed and believes, and thereon alleges
22 that he received the \$290.00 Education Incentive during the last three years, and
23 that he worked an average of approximately 70 hours of overtime per deployment
24 period, and had a regular hourly rate of approximately \$64.55/hr.

25 17. Plaintiff SARKIS is informed and believes, and thereon alleges that
26 he received the \$290.00 Education Incentive during the last three years, and that he
27 worked an average of approximately 10 hours of overtime per deployment period,
28 and had a regular hourly rate of approximately \$52.25/hr.

1 18. Plaintiff BOOTH is informed and believes, and thereon alleges that he
2 received the \$190.00 Education Incentive during the last three years, and that he
3 worked an average of approximately 130 hours of overtime per deployment period,
4 and had a regular hourly rate of approximately \$85.70/hr.

5 19. Plaintiff BOYKINS is informed and believes, and thereon alleges that
6 he received the \$290.00 Education Incentive during the last three years, and that he
7 worked an average of approximately 40 hours of overtime per deployment period,
8 and had a regular hourly rate of approximately \$68.59/hr.

9 20. Plaintiff CABALLERO is informed and believes, and thereon alleges
10 that he received the \$290.00 Education Incentive during the last three years, and
11 that he worked an average of approximately 30 hours of overtime per deployment
12 period, and had a regular hourly rate of approximately \$72.07/hr.

13 21. Plaintiff CHO is informed and believes, and thereon alleges that he
14 received the \$190.00 Education Incentive during the last three years, and that he
15 worked an average of approximately 120 hours of overtime per deployment period,
16 and had a regular hourly rate of approximately \$70.31/hr.

17 22. Plaintiff DELGADILLO is informed and believes, and thereon alleges
18 that he received the \$290.00 Education Incentive during the last three years, and
19 that he worked an average of approximately 19 hours of overtime per deployment
20 period, and had a regular hourly rate of approximately \$68.59/hr.

21 23. Plaintiff DUNCAN is informed and believes, and thereon alleges that
22 he received the \$190.00 Education Incentive during the last three years, and that he
23 worked an average of approximately 40 hours of overtime per deployment period,
24 and had a regular hourly rate of approximately \$71.87/hr.

25 24. Plaintiff FOURNIER is informed and believes, and thereon alleges
26 that he received the \$290.00 Education Incentive during the last three years, and
27 that he worked an average of approximately 35 hours of overtime per deployment
28 period, and had a regular hourly rate of approximately \$85.70/hr.

1 25. Plaintiff LOPEZ is informed and believes, and thereon alleges that he
2 received the \$190.00 Education Incentive during the last three years, and that he
3 worked an average of approximately 70 hours of overtime per deployment period,
4 and had a regular hourly rate of approximately \$72.07/hr.

5 26. Plaintiff MALIK is informed and believes, and thereon alleges that he
6 received the \$190.00 Education Incentive during the last three years, and that he
7 worked an average of approximately 30 hours of overtime per deployment period,
8 and had a regular hourly rate of approximately \$75.31/hr.

9 27. Plaintiff PENSON is informed and believes, and thereon alleges that
10 he received the \$290.00 Education Incentive during the last three years, and that he
11 worked an average of approximately 22.50 hours of overtime per deployment
12 period, and had a regular hourly rate of approximately \$80.98/hr.

13 28. Plaintiff AMY is informed and believes, and thereon alleges that he
14 received the \$190.00 Education Incentive during the last three years, and that he
15 worked an average of approximately 15 hours of overtime per deployment period,
16 and had a regular hourly rate of approximately \$69.90/hr.

17 29. Plaintiff ARROYO is informed and believes, and thereon alleges that
18 he received the \$190.00 Education Incentive during the last three years, and that he
19 worked an average of approximately 70 hours of overtime per deployment period,
20 and had a regular hourly rate of approximately \$72.00/hr.

21 30. Plaintiff BLANCHARD is informed and believes, and thereon alleges
22 that he received the \$290.00 Education Incentive during the last three years, and
23 that he worked an average of approximately 60 hours of overtime per deployment
24 period, and had a regular hourly rate of approximately \$77.86/hr.

25 31. Plaintiff BROWN is informed and believes, and thereon alleges that
26 he received the \$190.00 Education Incentive during the last three years, and that he
27 worked an average of approximately 20 hours of overtime per deployment period,
28 and had a regular hourly rate of approximately \$64.66/hr.

1 32. Plaintiff CASTRO is informed and believes, and thereon alleges that
2 he received the \$190.00 Education Incentive during the last three years, and that he
3 worked an average of approximately 20 hours of overtime per deployment period,
4 and had a regular hourly rate of approximately \$65.00/hr.

5 33. Plaintiff CHAVEZ is informed and believes, and thereon alleges that
6 he received the \$290.00 Education Incentive during the last three years, and that he
7 worked an average of approximately 27 hours of overtime per deployment period,
8 and had a regular hourly rate of approximately \$76.08/hr.

9 34. Plaintiff CRUZ SAINT-JAMES is informed and believes, and thereon
10 alleges that he received the \$190.00 Education Incentive during the last three
11 years, and that he worked an average of approximately 7.5 hours of overtime per
12 deployment period, and had a regular hourly rate of approximately \$67.70/hr.

13 35. Plaintiff DIRKSEN is informed and believes, and thereon alleges that
14 he received the \$290.00 Education Incentive during the last three years, and that he
15 worked an average of approximately 30 hours of overtime per deployment period,
16 and had a regular hourly rate of approximately \$65.20/hr.

17 36. Plaintiff GREGORY is informed and believes, and thereon alleges
18 that he received the \$290.00 Education Incentive during the last three years, and
19 that he worked an average of approximately 70 hours of overtime per deployment
20 period, and had a regular hourly rate of approximately \$91.97/hr.

21 37. Plaintiff HARRINGTON is informed and believes, and thereon
22 alleges that he received the \$290.00 Education Incentive during the last three
23 years, and that he worked an average of approximately 80 hours of overtime per
24 deployment period, and had a regular hourly rate of approximately \$70.25/hr.

25 38. Plaintiff IRIGOYEN is informed and believes, and thereon alleges
26 that he received the \$290.00 Education Incentive during the last three years, and
27 that he worked an average of approximately 30 hours of overtime per deployment
28 period, and had a regular hourly rate of approximately \$73.80/hr.

1 39. Plaintiff KLINE is informed and believes, and thereon alleges that he
2 received the \$190.00 Education Incentive during the last three years, and that he
3 worked an average of approximately 8 hours of overtime per deployment period,
4 and had a regular hourly rate of approximately \$63.00/hr.

5 40. Plaintiff KOBA is informed and believes, and thereon alleges that he
6 received the \$290.00 Education Incentive during the last three years, and that he
7 worked an average of approximately 100 hours of overtime per deployment period,
8 and had a regular hourly rate of approximately \$74.34/hr.

9 41. Plaintiff KOJIMA is informed and believes, and thereon alleges that
10 he received the \$290.00 Education Incentive during the last three years, and that he
11 worked an average of approximately 20 hours of overtime per deployment period,
12 and had a regular hourly rate of approximately \$66.15/hr.

13 42. Plaintiff MCCOMBS is informed and believes, and thereon alleges
14 that he received the \$290.00 Education Incentive during the last three years, and
15 that he worked an average of approximately 24 hours of overtime per deployment
16 period, and had a regular hourly rate of approximately \$70.00/hr.

17 43. Plaintiff MONTOYA is informed and believes, and thereon alleges
18 that he received the \$190.00 Education Incentive during the last three years, and
19 that he worked an average of approximately 60 hours of overtime per deployment
20 period, and had a regular hourly rate of approximately \$87.14/hr.

21 44. Plaintiff MORALES is informed and believes, and thereon alleges
22 that he received the \$290.00 Education Incentive during the last three years, and
23 that he worked an average of approximately 15 hours of overtime per deployment
24 period, and had a regular hourly rate of approximately \$69.46/hr.

25 45. Plaintiff MORENO is informed and believes, and thereon alleges that
26 he received the \$290.00 Education Incentive during the last three years, and that he
27 worked an average of approximately 15 hours of overtime per deployment period,
28 and had a regular hourly rate of approximately \$77.90/hr.

1 46. Plaintiff NEIGHBORS is informed and believes, and thereon alleges
2 that he received the \$190.00 Education Incentive during the last three years, and
3 that he worked an average of approximately 37.50 hours of overtime per
4 deployment period, and had a regular hourly rate of approximately \$73.80/hr.

5 47. Plaintiff POZO is informed and believes, and thereon alleges that he
6 received the \$190.00 Education Incentive during the last three years, and that he
7 worked an average of approximately 30 hours of overtime per deployment period,
8 and had a regular hourly rate of approximately \$73.73/hr.

9 48. Plaintiff RUIZ is informed and believes, and thereon alleges that he
10 received the \$290.00 Education Incentive during the last three years, and that he
11 worked an average of approximately 17.5 hours of overtime per deployment
12 period, and had a regular hourly rate of approximately \$86.00/hr.

13 49. Plaintiff CRAIG is informed and believes, and thereon alleges that he
14 received the \$290.00 Education Incentive during the last three years, and that he
15 worked an average of approximately 10 hours of overtime per deployment period,
16 and had a regular hourly rate of approximately \$87.80/hr.

17 50. Plaintiff RUPPEL, JR. is informed and believes, and thereon alleges
18 that he received the \$190.00 Education Incentive during the last three years, and
19 that he worked an average of approximately 27.5 hours of overtime per
20 deployment period, and had a regular hourly rate of approximately \$62.34/hr.

21 51. Plaintiff WINTER is informed and believes, and thereon alleges that
22 he received the \$290.00 Education Incentive during the last three years, and that he
23 worked an average of approximately 7.0 hours of overtime per deployment period,
24 and had a regular hourly rate of approximately \$83.69/hr.

25 52. Plaintiff MATSUDA is informed and believes, and thereon alleges
26 that he received the \$190.00 Education Incentive during the last three years, and
27 that he worked an average of approximately 35.0 hours of overtime per
28 deployment period, and had a regular hourly rate of approximately \$72.00/hr.

1 53. Plaintiff MEJIA is informed and believes, and thereon alleges that he
2 received the \$190.00 Education Incentive during the last three years, and that he
3 worked an average of approximately 67.0 hours of overtime per deployment
4 period, and had a regular hourly rate of approximately \$72.00/hr.

5 54. Plaintiff YAMADA is informed and believes, and thereon alleges that
6 he received the \$290.00 Education Incentive during the last three years, and that he
7 worked an average of approximately 50 hours of overtime per deployment period,
8 and had a regular hourly rate of approximately \$70.00/hr.

9 55. Defendant knew or should have known that it failed to timely
10 compensate Plaintiffs with all of their overtime due. These Education Incentives
11 have been available to LAPD officers for years, are specifically required to be paid
12 under the applicable MOU, and Defendant has made no effort whatsoever to
13 correct their conduct. The systemic and pervasive nature of this failure to properly
14 calculate each Plaintiffs' rate of overtime compensation, clearly indicates that the
15 delay is Defendant's policy and practice.

16 56. Defendant sat idly by, and knowingly failed to provide lawful
17 compensation. Plaintiffs are informed and believe, and thereon allege, that at all
18 times set forth herein, Defendant was advised by skilled lawyers and other
19 professionals, employees and advisors knowledgeable about the FLSA. Plaintiffs
20 are informed and believe that Defendant willfully, knowingly and intentionally
21 failed to comply with the FLSA.

22 **FIRST CAUSE OF ACTION**

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

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

25 57. Plaintiffs reassert and reallege paragraphs 1 through 56, inclusive, as
26 if fully set forth and incorporates said paragraphs herein by reference.

27 58. Defendant has either recklessly, or knowingly and intentionally,
28 failed and refused to compensate Plaintiffs for all of their overtime compensation

1 by failing to include their Education Incentives into their regular rate of pay when
2 calculating overtime compensation.

3 59. Pursuant to 29 U.S.C. §207(e) the “regular rate” of compensation for
4 purposes of determining an employee’s overtime rate “...shall be deemed to
5 include all remuneration for employment paid to, or on behalf of, the
6 employee,....” This “remuneration” includes Education Incentives such as those
7 paid to Plaintiffs and Collective Action Members.

8 60. While there do exist some narrow exclusions to remuneration which
9 must be included in the “regular rate,” “(c) Only the statutory exclusions are
10 authorized. It is important to determine the scope of these exclusions, since all
11 remuneration for employment paid to employees which does not fall within one of
12 these seven exclusionary clauses must be added into the total compensation
13 received by the employee before his regular hourly rate of pay is determined.” 29
14 CFR § 778.200(c). The Education Incentives paid to Plaintiffs and Collective
15 Action Members do not fall under any statutory exclusion.

16 61. Although Defendant was apprised of the law regarding the payment
17 of hours covered by the FLSA, Defendant failed to timely compensate Plaintiffs,
18 and Collective Action Members, with all of their overtime compensation.

19 62. In doing all the things described and alleged herein, Defendant
20 deprived Plaintiffs, and Collective Action Members, of the rights, privileges and
21 immunities secured to them by federal law which clearly sets forth that their
22 Education Incentive remuneration must be included in their “regular rate” of pay
23 when calculating overtime due. Defendant knew or should have known that their
24 reckless and/or willful and intentional failure and refusal to pay for the overtime
25 worked in a timely manner violated these rights, privileges and immunities.

26 63. As a direct and proximate result of Defendant’s actions and inactions,
27 Plaintiffs, and Collective Action Members, were not compensated for all their
28 overtime hours worked at the proper overtime rates of pay in a timely fashion, and

1 Plaintiffs have been damaged and are entitled to compensatory and/or liquidated
2 damages in an amount according to proof at trial including, but not limited to, a
3 sum equivalent to their unpaid overtime compensation for the three (3) years prior
4 to the filing of this action, liquidated damages, and attorney fees and costs as
5 required by 29 U.S.C. § 216(b).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs pray for relief and judgment against Defendants,
8 jointly and severally, as follows:

9 As to the First Causes of Action

10 1. Compensatory damages in an amount according to proof at trial
11 including, but not limited to, a sum equivalent to their uncompensated overtime
12 compensation which was erroneously calculated and unpaid for the three (3) years
13 prior to the filing of this action as required by 29 U.S.C. § 216(b).

14 2. Such other damages as may be allowed in accordance with the
15 Federal Rules of Civil Procedure, Rule 54(c), and 29 U.S.C. 216(b), according to
16 proof;

17 3. Liquidated damages, attorney fees, and costs pursuant to 29 U.S.C.
18 216(b); and

19 4. Any other relief, including equitable relief, as the Court may deem
20 just and proper.

21 DATED: October 15, 2024

DEASON & ARCHBOLD

22
23 By: s/ Matthew F. Archbold

24 Matthew F. Archbold
25 Attorneys for Plaintiffs
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