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11 Attorneys for Plaintiffs
12 and all others similarly situated

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 ROBERTO ALANIZ, an individual)
12 for himself, and on behalf of all)
13 others similarly situated;)
14 RAYMOND L. DORSEY, JR., an)
15 individual for himself, and on behalf)
16 of all others similarly situated;)
17 CHARLES D. HALLIBURTON, an)
18 individual for himself, and on behalf)
19 of all others similarly situated;)
20 MANFRED G. MERKENS, an)
21 individual for himself, and on behalf)
22 of all others similarly situated)

23 Plaintiffs,

24 vs.

25 CITY OF LOS ANGELES; and)
26 DOES 1 through 10, inclusive,)

27 Defendants.)

CASE NO. CV04-8592 GHK (JWJx)
Assigned to the Honorable George H. King
FIRST AMENDED COMPLAINT;
DEMAND FOR JURY TRIAL
[CLASS ACTION PURSUANT TO 29
U.S.C. §216(b)]

28 TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF
RECORD:

JURISDICTION

1. This Court has subject matter jurisdiction over this action pursuant to U.S.C. §§ 1331 and 1343(3) as the controversy arises under “the 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”).

1 entities. Time spent before and/or after watch was not compensated at the time and
2 a half rate as required under the FLSA.

3 17. Other types of overtime worked were simply viewed by the City and the
4 LAPD as non-compensable work. As a Sergeant, Plaintiff Alaniz was required to
5 prepare for roll call. Roll call preparation includes, but is not limited to: the
6 distribution of items within the subpoena and kickback folders; communicating with
7 personnel from the previous watch; determining which officers and how many will
8 be working the deployment, and which officers will be required to attend some other
9 function or out sick, and therefore, not be attending to the needs of the public in the
10 field. Information is continually added to these folders, and new issues arise right up
11 to the beginning of Plaintiff Alaniz's shift. Therefore, it was integral and
12 indispensable to Plaintiff's work as a Sergeant that this work be performed, and
13 performed immediately prior to the beginning of the oncoming watch. As a Sergeant,
14 Plaintiff Alaniz was also required to stay after the end of his shift to perform
15 additional supervisory duties, including, but not limited to, signing arrest reports and
16 accounting for personnel. Though Defendant was aware that Plaintiff performed this
17 compensable work, Plaintiff was never compensated for these additional hours of
18 work. Plaintiffs also were expected and required to complete assigned tasks/reports
19 within a limited amount of time. Therefore, plaintiffs worked on days off but were
20 not compensated. Though Defendant was aware that Plaintiffs performed this
21 compensable work, Plaintiffs were never compensated for these additional hours of
22 work.

23 18. Defendant knew or should have known that Plaintiffs were working
24 overtime without compensation because Defendant's policy of police officers taking
25 Code 7's while on duty and Defendant's policy of non-payment for work performed
26 before and after watch was widespread throughout the Department and because
27 Defendant failed to keep or maintain any records of Plaintiffs' numerous overtime
28 hours worked.

1 19. Moreover, Plaintiff's supervisors were fully aware that Plaintiff started
2 work early to prepare for roll call because Plaintiff's supervisors either pressured or
3 ordered him to start work early to prepare for roll call, and often engaged in the
4 preparation for roll call alongside Plaintiff. The early preparation for roll call is and
5 has been a widespread practice throughout the Department for many years and all
6 Plaintiff's supervisors were aware of the practice of requiring sergeants and/or
7 lieutenants to start work early to complete such preparation.

8 20. Defendant received the benefit of Plaintiffs' work without the significant
9 cost of paying Plaintiffs for all overtime hours worked. This benefit to the employer,
10 however, was only achieved by creating procedures that were difficult for Plaintiffs
11 to receive compensation for missed Code 7's and persuading Plaintiffs and other
12 officers that they should agree to work overtime and not be compensated for their
13 time or to work overtime.

14 **FIRST CLAIM FOR RELIEF**

15 **WILLFUL VIOLATION OF 29 U.S.C. § 207(a)**

16 **(Against All Defendants)**

17 21. Plaintiffs/class members reassert and reallege paragraphs 1 through 20,
18 inclusive, as though fully set forth herein and are hereafter incorporated by reference.

19 22. The Defendants, and each of them, have either recklessly or knowingly
20 and intentionally failed and refused to compensate Plaintiffs/class members for all of
21 the overtime hours they have worked. Plaintiffs/class members were not
22 compensated for missed Code 7 "free time" periods, and Defendant enacted
23 procedures that created situations where it was difficult for Plaintiffs/class members
24 to receive overtime for missed and/or interrupted Code 7 "free time" periods.
25 Defendant also required Plaintiffs/class members to start work before their scheduled
26 shift and continue with work after their scheduled shift, all without compensation.
27 In addition, though required to complete time-sensitive reports/tasks, Plaintiffs/class
28 members were not compensated for time worked on days off.

1 27. Defendants, and each of them, have delayed the payment of overtime for
2 a period longer than is reasonably necessary for them to compute and arrange for
3 payments of the amounts due. As set forth above, Defendants' unlawful policies
4 required Plaintiffs/class members to accrue numerous hours of unpaid overtime.

5 28. Although Defendants have been apprized of the law regarding the
6 payment of hours covered by the FLSA, Defendants, to date, routinely fail to
7 compensate Plaintiffs/class members for their overtime in a timely manner.

8 29. In doing all the things described and alleged, Defendants, and each of
9 them, deprived Plaintiffs/class members of their rights, privileges and immunities
10 secured to them by federal law which clearly sets forth that Plaintiffs/class members
11 are entitled to be paid for their overtime hours worked in a work week by the regular
12 pay day for the period in which such work week ended. Defendants knew or should
13 have known that their reckless and/or willful and intentional failure and refusal to pay
14 for the overtime worked by Plaintiffs/class members in a timely manner violates these
15 rights, privileges and immunities.

16 30. As a direct and proximate result of Defendants' actions and inactions,
17 Plaintiffs/class members have been damaged, and are entitled to compensatory and/or
18 liquidated damages in an amount according to proof including, but not limited to, a
19 sum equivalent to their overtime compensation which was paid late for the three (3)
20 years preceding the date of their opt-in into the present action as required by 29
21 U.S.C. § 216(b), attorney's fees and costs.

22 **THIRD CLAIM FOR RELIEF**

23 **BREACH OF CONTRACT**

24 **(Against All Defendants)**

25 31. Plaintiffs/class members reassert and reallege paragraphs 1 through 30
26 above as though fully set forth herein and are incorporated herein by reference.

27 32. On August 1, 2003, a Memorandum of Understanding ("MOU) was
28 entered into by and between the City of Los Angeles, by way of the City

1 Administrative Officer, Chief of Police, and President of the Police Commission and
2 Plaintiffs/class members by way of its designated bargaining unit representatives
3 from the Los Angeles Police Protective League. On page 24, Paragraph "B," section
4 "1" of the MOU states that "Each employee shall normally be compensated for 160
5 hours in each 28-day DP including holiday time during each DP, depending on the
6 shift the employee is assigned to work, and shall normally be entitled to regular days
7 off."

8 33. On July 31, 2000 a Memorandum of Understanding ("MOU) was entered
9 into by and between the City of Los Angeles, by way of the City Administrative
10 Officer, Chief of Police, and President of the Police Commission and Plaintiffs/class
11 members by way of its designated bargaining unit representatives from the Los
12 Angeles Police Protective League. On page 13, Section 4.0, Article 4.1, Section A,
13 the MOU states that "Each employee shall normally work twenty days in each twenty-
14 eight day deployment period and shall normally be entitled to eight regular days off
15 during each twenty-eight day deployment period. . . Each employee shall be in actual
16 attendance on duty a minimum of eight hours every day the employee is assigned to
17 work. Each such eight-hour period shall constitute one day for the purpose of
18 computing days off and any benefits which accrue on a daily basis for each
19 employee."

20 34. Both MOUs state that "All hours or portions thereof worked in excess
21 of eight hours per day or in excess of the total number of hours included in regularly
22 scheduled duty days during a deployment period shall be considered overtime
23 including hours worked by an employee when on a day off in lieu of a holiday or a
24 vacation day."

25 35. In breach of the MOUs, Defendant failed to compensate Plaintiffs/class
26 members for hours worked in excess of 160 hours in each 28 DP, whether it be for
27 hours worked through "Code 7s," or hours worked before, during, or after shifts.

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1 36. As a result of the unlawful acts of Defendant and injuries suffered by
2 Plaintiffs/class members herein, Plaintiffs/class members are entitled to actual,
3 consequential, liquidated, and incidental losses according to proof and reasonable
4 attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5.

5 **WHEREFORE**, Plaintiffs/class members pray for judgment as follows:

6 First and Second Causes of Action

7 1. All actual, consequential, liquidated and incidental losses and damages,
8 according to proof;

9 2. Such other damages as may be allowed in accordance with the Federal
10 Rules of Civil Procedure, Rule 54(c), and 29 U.S.C. § 216(b) according to proof at
11 trial;

12 3. Liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C. §
13 216(b); and

14 4. Any and all other relief, including equitable relief, as the Court may
15 deem just and proper.

16 Third Cause of Action

17 1. All actual, consequential, liquidated and incidental losses and damages,
18 according to proof;

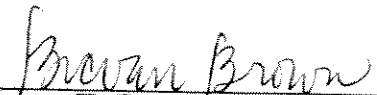
19 2. All reasonable attorney's fees and costs pursuant to Code of Civil
20 Procedure § 1021.5.

21 3. Any and all other relief, including equitable relief, as the Court may
22 deem just and proper.

23 DATED: November 23, 2004

CASTLE, PETERSEN & KRAUSE LLP
Attorneys at Law

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26 By:



Brian T. Brown
Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

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

DATED: November 23, 2004

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Attorneys for Plaintiffs