

CIVIL COVER SHEET

A-11-653426-C

Clark County, Nevada

XXXI

Case No. (Assigned by Clerk's Office)

ORIGINAL

I. Party Information

Plaintiff(s) (name/address/phone): Karl Risinger
Attorney (name/address/phone): Scott E. Gizer, Early Sullivan
Wright Gizer & McRae LLP, 3960 Howard Hughes Pkwy., Suite
500, Las Vegas, NV 89169; (702) 990-3629

Defendant(s) (name/address/phone): SOC, INC., a Nevada
corporation; SOC LLC, a Delaware limited liability company
registered and doing business in Nevada as SOC NEVADA LLC;
and DOES 1-10, inclusive,
Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and
applicable subcategory, if appropriate)

Arbitration Requested

Civil Cases

Real Property: Landlord/Tenant, Title to Property, Condemnation/Eminent Domain, Other Real Property.
Torts: Negligence (Auto, Medical/Dental, Premises Liability, Other), Product Liability, Intentional Misconduct, Employment Torts, Other Torts.

Probate

Other Civil Filing Types

Probate: Summary Administration, General Administration, Special Administration, Set Aside Estates, Trust/Conservatorships, Other Probate.
Other Civil Filing Types: Construction Defect, Breach of Contract, Civil Petition for Judicial Review, Appeal from Lower Court, Civil Writ, Other Civil Filing.

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- NRS Chapters 78-88, Commodities (NRS 90), Securities (NRS 90), Investments (NRS 104 Art. 8), Deceptive Trade Practices (NRS 598), Trademarks (NRS 600A), Enhanced Case Mgmt/Business, Other Business Court Matters

December 16, 2011

Date

Signature of initiating party or representative

See other side for family-related case filings.

CLERK OF THE COURT

ORIGINAL

\$270 CHECK # 7537
CLERK

EARLY SULLIVAN WRIGHT GIZER & MCRAE LLP
3960 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169
Telephone: (702) 990-3629
Facsimile: 702-990-3501

1 **COMP**
2 Scott E. Gizer, Nev. State Bar No. 12216
3 sgizer@earlysullivan.com
4 EARLY SULLIVAN WRIGHT
5 GIZER & McRAE LLP
6 3960 Howard Hughes Parkway, Suite 500
7 Las Vegas, Nevada 89169
8 Telephone: (702) 990-3629
9 Facsimile: (702) 990-3501

6 Devin A. McRae, CA State Bar No. 223239
7 dmcrac@earlysullivan.com
8 *Pro Hac Vice Application to be Filed*
9 EARLY SULLIVAN WRIGHT
10 GIZER & McRAE LLP
11 6420 Wilshire Boulevard, 17th Floor
12 Los Angeles, California 90048
13 Telephone: (323) 301-4660
14 Facsimile: (323) 301-4676

11 Erik C. Alberts, CA State Bar No. 221795
12 Erik.alberts@ealawfirm.net
13 *Pro Hac Vice Application to be Filed*
14 LAW OFFICES OF ERIK C. ALBERTS
15 5900 Wilshire Boulevard, 26th Floor
16 Los Angeles, California 90036
17 Telephone: (323) 301-4660
18 Facsimile: (323) 301-4676

15 Attorneys for Plaintiff KARL E. RISINGER,
16 on behalf of himself and all others similarly situated

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

19 KARL E. RISINGER, an individual, on
20 behalf of himself and all others similarly
21 situated,

Plaintiff,

v.

23 SOC, INC., a Nevada corporation; SOC LLC,
24 a Delaware limited liability company
25 registered and doing business in Nevada as
26 SOC NEVADA LLC; and DOES 1-10,
27 inclusive,

Defendants.

Case No. **A- 11- 653426- C**
Dep't No.

CLASS ACTION COMPLAINT
(JURY DEMAND) **XXXI**

ARBITRATION EXEMPTION CLAIMED:

- 1. **FAILURE TO PAY OVERTIME WAGES**
- 2. **FAILURE TO PROVIDE MEAL PERIODS**
- 3. **FAILURE TO PROVIDE REST PERIODS**
- 4. **FAILURE TO TIMELY PAY WAGES**
- 5. **FAILURE TO MAINTAIN RECORDS OF WAGES**

1 Plaintiff Karl E. Risinger ("Plaintiff"), on behalf of himself and all others similarly situated
2 (collectively referred to as "Class Members"), alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This is a class action by individuals who were employed in Iraq as Armed Guards for
5 a private security contractor whose corporate name, SOC, is an acronym for its nominal core
6 mission, "Securing Our Country." Leading to this lawsuit, SOC's core mission changed from
7 "Securing Our Country" to "Lining its Pockets" when it began to recruit employees to provide
8 security services in Iraq—subject to written employment agreements entered into within the State of
9 Nevada and expressly providing for the application of Nevada law (including Nevada Wage and
10 Hour Law) to govern the employment relationship—under false promises of a fixed salary and
11 schedule with time off. Yet, due to a lack of adequate staffing driven by corporate greed, SOC
12 inserted these individuals into situations that required they work in ultra-hazardous conditions in
13 excess of eight hours (in most instances in excess of 12 hours) per day without meal or rest periods,
14 seven days per week, and without any overtime compensation. This not only violated Chapter 608
15 of the Nevada Revised Statutes, but subjected the Class Members and SOC's clients to undue risk
16 by jeopardizing the physical and psychological condition of the Class Members in the course of
17 ultra-hazardous activities. To conceal its illicit and dangerous conduct, SOC systematically falsified
18 employee time sheets to reflect time off when there was none.

19 **PARTIES**

20 2. On information and belief, Defendant SOC, Inc. is Delaware corporation doing
21 business in Washoe County, Nevada.

22 3. On information and belief, Defendant SOC LLC (jointly with SOC, Inc., "SOC") is a
23 Delaware limited liability company registered in Nevada as SOC Nevada LLC and doing business
24 in Washoe County, Nevada.

25 4. SOC, which stands for "Securing Our Country," provides worldwide security
26 services for individuals, domestic facilities, nuclear power plants and military bases. According to
27 its website, "SOC is the global leader in full-service security management."

28 5. Plaintiff is a California resident who was employed by SOC as an Armed Guard from

1 March 8, 2010 to March 8, 2011, at a military base in Baghdad, Iraq.

2 6. Plaintiff and others similarly situated entered into written employment agreements
3 with SOC in Nevada, which agreements provide that they “shall be governed and interpreted in
4 accordance with the Laws of the State of Nevada.”

5 7. The true names and capacities of Defendants sued herein as Does 1 through 10,
6 inclusive (“Does,” collectively with SOC, “Defendants”), are presently unknown to Plaintiff, and
7 therefore are sued under fictitious names. Plaintiff will seek leave to amend this complaint to allege
8 the true names and capacities of Does when they are ascertained.

9 8. On information and belief, Defendants are, and at all times mentioned herein, were,
10 the agents, servants and/or employees of each of the other Defendants and that each of them was
11 acting within the scope of its, his or her authority as the agent, servant and/or employee of each
12 other; Defendants and the Doe Defendants performed the acts and conduct herein alleged directly,
13 aided and abetted the performance thereof or knowingly acquiesced in, ratified and accepted the
14 benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of
15 the liability of the Defendants as alleged herein. Consequently, all Defendants are jointly and
16 severally liable to Plaintiff and others similarly situated for the damages sustained as a proximate
17 result of their conduct.

18 9. On information and belief, at all times herein material, each Defendant was
19 completely dominated and controlled by its co-Defendants and each was the alter ego of the other.
20 Whenever and wherever reference is made in this Complaint to any conduct by Defendant or
21 Defendants, such allegations and references shall also be deemed to mean the conduct of each of the
22 Defendants, acting individually, jointly and severally. Whenever and wherever reference is made to
23 individuals who are not named as Defendants in this Complaint, but were employees and/or agents
24 of Defendants, such individuals at all relevant times acted on behalf of Defendants named in this
25 complaint within the scope of their respective employments.

26 **JURISDICTION AND VENUE**

27 10. This Court has jurisdiction over this action pursuant to Article 6, Section 6 of the
28 Nevada Constitution because the amount in controversy exceeds \$10,000. This Court also has

1 jurisdiction in this matter because Defendants are residents of this State, and there is no federal
2 question at issue, as the employment agreements at issue herein are governed solely by Nevada
3 statutes and law.

4 11. Venue is proper in Clark County, Nevada, because the subject written employment
5 agreements were entered into in Nevada, and Defendants reside in Clark County.

6 BACKGROUND

7 12. For the last several years, SOC has recruited former military personnel and other
8 qualified individuals for employment as "Armed Guards" in the "SOC Iraq Mission." The SOC
9 Iraq Mission consisted of the provision of private security services at approximately 16 sites in Iraq.

10 13. In February 2010, out of the blue, Plaintiff was solicited by an SOC recruiter who
11 informed him of the above employment opportunity, conditioned upon, among other things,
12 Plaintiff's travel to Nevada, to enter into his written employment agreement, which, as quoted
13 above, provides for the application of Nevada law to this dispute.

14 14. On March 8, 2010, Plaintiff traveled to Nevada, signed his written employment
15 agreement in Nevada, and thereafter was deployed to his assignment in Iraq.

16 15. Plaintiff was recruited with the promise that he would be paid \$65,000 per year, and
17 his written employment agreement provides that "SOC will compensate [Plaintiff] an annual base
18 salary of \$65,000." However, when Plaintiff and others similarly situated arrived in Iraq, they were
19 informed that the \$65,000 so-called "salary" was, in fact, calculated based upon a \$17.36 hourly
20 rate, which hourly rate would dictate Class Members actual pay based upon "the number of hours on
21 your time sheet."

22 16. During his one-year assignment in Iraq, Plaintiff was required by SOC to work in
23 excess of 12 hours per day, seven days per week, without meal or rest periods, and without any
24 overtime compensation.

25 17. During Plaintiff's one-year assignment in Iraq, Defendants routinely falsified
26 employee time sheets to reflect time off when there was none and to show that Plaintiff, and others
27 similarly situated, worked only 12 hours per day when in fact they worked in excess of 12 hours
28 each day.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CLASS ALLEGATIONS

18. Plaintiff realleges and incorporates by reference herein each of the allegations alleged in paragraphs 1 through 17, above.

19. Plaintiff brings this class action under NRS 608.018, 608.020, 608.030, 608.040 and 608.115, on behalf of all persons who were, are or will be employed by SOC as "Armed Guards" providing security services in Iraq and subject to written employment agreements made in and/or providing for the application of Nevada law, and other similarly situated positions, at any time within the applicable statute of limitations period, who have worked more than 40 hours in any scheduled week of work and were not paid the overtime compensation required by NRS 608.018 (the "Class"). Among the common questions of law and fact are:

- a. Whether Defendants are subject to Nevada Wage and Hour Law, as bargained for and agreed to with the Class members in their written employment agreements;
- b. Whether Defendants violated NRS 608.018 by failing to provide overtime wages to the Class members, at the rate of one and one half times their regular wage rate, for all time worked more than 40 hours in any scheduled week of work;
- c. Whether Defendants systematically falsified the Class members' time sheets to conceal their violations of Nevada Wage and Hour Law;
- d. Whether Defendants violated NRS 608.019 by requiring that the Class members remain on duty for continuous periods of eight and more hours without permitting them to have a meal period of at least one-half hour, and without authorizing and permitting the Class members to take any rest periods;
- e. Whether Defendants violated NRS 608.020 and 608.030 by failing to pay the Class members immediately, upon discharge or resignation, earned wages; and
- f. Whether Defendants must pay penalty wages under NRS 608.040 for their

1 violations of NRS 608.020 and 608.030.

2 20. On information and belief, the Class (as defined in paragraph 25) consists well in
3 excess of 300 individuals, and thus the Class is so numerous that joinder of all members is
4 impracticable.

5 21. Plaintiff and Class Members are, and at all times pertinent hereto have been non-
6 exempt employees within the meaning of the Nevada Revised Statutes.

7 22. During the liability period, Plaintiff and Class Members were employed by
8 Defendants in the State of Nevada as non-exempt employees and were paid on an hourly basis.

9 23. Plaintiff and Class Members were regularly required to work in excess of 12 hours
10 per day without being provided an uninterrupted and timely 30-minute meal period as mandated
11 under Nevada Revised Statute 608.019(1). Plaintiff and Class Members did not waive any of their
12 authorized and required meal periods. Plaintiff and Class Members were systematically denied their
13 meal periods due to the demands placed upon them by Defendants.

14 24. Plaintiff and Class Members were regularly required to work in excess of 12 hours
15 per day without being provided three uninterrupted and timely 10-minute rest periods as mandated
16 under Nevada Revised Statute 608.019(2). Plaintiff and Class Members did not waive any of their
17 authorized and required rest periods. Plaintiff and Class Members were systematically denied their
18 rest periods due to the demands placed upon them by Defendants.

19 25. Plaintiff seeks to represent a class comprised of and defined as all persons who are or
20 were employed as non-exempt Armed Guard employees or in equivalent positions, however, titled,
21 by Defendants within two years prior to the filing of the Complaint in this action until its resolution
22 (hereinafter, collectively referred to as the "Class").

23 26. Plaintiff also seeks to represent Subclasses, included in the Plaintiff's Class, which
24 are composed of persons satisfying the following definitions:

25 a. All persons who are employed by or have been employed by Defendants
26 under a written employment agreement governed by Nevada law who, within
27 the liability period, have worked in non-exempt security related positions,
28 however titled, for Defendants and were not accurately and fully paid all

1 overtime wages that were owed to them for all their hours worked (the
2 “Unpaid Wages Subclass”);

- 3 b. All persons who are employed by or have been employed by Defendants
4 under a written employment agreement governed by Nevada law who, within
5 the liability period, have worked in non-exempt security related positions,
6 however titled, for Defendants that worked in excess of eight hours per day
7 and were not provided with a uninterrupted 30-minute meal period (the “Meal
8 Period Subclass”);
- 9 c. All persons who are employed by or have been employed by Defendants
10 under a written employment agreement governed by Nevada law who, within
11 the liability period, have worked in non-exempt security related positions,
12 however titled, for Defendants that worked in excess of eight hours per day
13 and/or 12 hours per day and were not provided with their requisite rest
14 periods (the “Rest Period Subclass”); and
- 15 d. All persons who are employed by or have been employed by Defendants
16 under a written employment agreement governed by Nevada law who, within
17 the liability period, have worked in non-exempt security related positions,
18 however titled, for Defendants and did not receive all wages and
19 compensation earned and unpaid at the time of the termination of their
20 employment relationship with Defendants within the requisite time period set
21 forth in the Nevada Revised Statutes (the “Waiting Time Subclass”).
- 22 e. All persons who are employed by or have been employed by Defendants
23 under a written employment agreement governed by Nevada law who, within
24 the liability period, have worked in non-exempt security related positions,
25 however titled, for Defendants and did not receive accurate records of their
26 wages as required by the Nevada Revised Statutes (the “Wage Records
27 Subclass”).
28

1 **Numerosity**

2 27. The members of the Class and Subclass are so numerous that joinder of all members
3 of the Class and Subclass would be unfeasible and impractical. The membership of the entire Class
4 and Subclass is unknown to Plaintiff at this time, however, the Class is estimated to be greater than
5 300 individuals, and the identities of the members of the Class and Subclass are readily
6 ascertainable by inspection of Defendants' employment records.

7 **Typicality**

8 28. Plaintiff is qualified to, and will fairly and adequately protect the interests of each
9 member of the Class and Subclass with whom he has a well defined community of interest.
10 Plaintiff's claims herein alleged are typical of those claims which could be alleged by any member
11 of the Class and/or Subclass, and the relief sought is typical of the relief which would be sought by
12 each member of the Class and/or Subclass in separate actions. All members of the Class and/or
13 Subclass have been similarly harmed by being denied earned wages, including overtime wages,
14 meal and rest periods, and all wages due upon termination, due to Defendants' policies and practices
15 that affected each member of the Class and/or Subclass similarly. As alleged above and in greater
16 detail in the claims for relief below, the violations Plaintiff endured at the hands of Defendants were
17 also endured in a similar manner and at a similar violation rate by the other members of the Class
18 and/or Subclass. Defendants benefited from the same type of unfair and wrongful acts as to each
19 member of the Class and/or Subclass.

20 29. The nature of this action makes the use of class action adjudication superior to other
21 methods. A class action will achieve economies of time, effort, judicial resources and expense as
22 compared to conducting a multiplicity of separate lawsuits. The prosecution of separate actions by
23 individual members of the Class and/or Subclasses would create a risk of inconsistent and or
24 varying adjudications with respect to the individual members of the Class and/or Subclasses,
25 establishing incompatible and inconsistent standards of conduct for the Defendants, and resulting in
26 the impairment of the rights of the members of the Class and/or Subclasses and the inequitable
27 disposition of their interests through actions to which they are not parties. Thus, a class action is
28 superior to other available means for the fair and efficient adjudication of this controversy because

1 individual joinder of all Class Members is not practicable, and questions of law and fact common to
2 the Class predominate over any questions affecting only individual members of the Class. Each
3 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
4 unlawful policies and practices, including failing to compensate Class Members for all wages earned
5 and denying Class Members rest and meal periods without legal compensation. Class action
6 treatment will allow those similarly situated persons to litigate their claims in the manner that is
7 most efficient and economical for both the parties and the judicial system. Plaintiff is unaware of
8 any difficulties that are likely to be encountered in the management of this action that would
9 preclude its maintenance as a class action.

10 **Public Policy Considerations**

11 30. Employers in the state of Nevada violate employment and labor laws every day.
12 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
13 Former employees are fearful of bringing actions because they believe their former employers may
14 damage their future endeavors through negative references and/or other means. The nature of this
15 action allows for the protection of current and former employees' rights without fear of retaliation or
16 damage. Additionally, the citizens of Nevada and Clark County have a significant interest in
17 ensuring employers comply with Nevada Wage and Hour Law and in ensuring those employers who
18 do not are prevented from taking further advantage of their employees. Plaintiff and his counsel
19 will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel
20 experienced in complex wage and hour collective class action litigation.

21 **Commonality**

22 31. The questions of law and fact common to the members of the Class predominate over
23 any questions affecting only individual members, and a class action is superior to other available
24 methods for the fair and efficient adjudication of this controversy. Plaintiff and the Class members
25 (collectively, "Plaintiffs") lack the financial resources to adequately prosecute separate lawsuits
26 against Defendants. A class action will also prevent unduly duplicative litigation resulting from
27 inconsistent judgments pertaining to Defendants' policies and conduct.
28

FIRST CLAIM FOR RELIEF

FAILURE TO PAY OVERTIME WAGES UNDER NRS 608.018

(By Plaintiffs against all Defendants)

1
2
3
4 32. Plaintiffs reallege and incorporate by reference herein each of the allegations alleged
5 in paragraphs 1 through 31, above.

6 33. Plaintiffs entered into written employment agreements with Defendants made in
7 and/or providing for the application of Nevada law.

8 34. As employees of Defendants, Plaintiffs provided security services at various sites in
9 Iraq.

10 35. Plaintiffs' job duties do not fit into the definition of any exemption under NRS
11 608.018.

12 36. At all relevant times, Defendants failed to pay Plaintiffs overtime compensation for
13 all hours they have worked in excess of 40 hours in any scheduled week of work. In fact, Plaintiffs
14 were or are regularly required to work overtime hours without the proper compensation.

15 37. By virtue of Defendants' unlawful failure to pay additional compensation to
16 Plaintiffs for their overtime hours, Plaintiffs have and will continue to suffer damages in amounts
17 which are presently unknown to them but which exceed the jurisdictional limits of this Court and
18 which will be ascertained according to proof at trial.

19 38. On information and belief, Defendants knew or should have known that Plaintiffs did
20 not qualify as exempt employees and purposely elected not to pay them for all of their overtime
21 labor. In fact, Defendants sought to and did conceal their illicit conduct by systematically falsifying
22 Plaintiffs' time sheets to reflect time off when there was none.

23 39. Defendants acted and are acting intentionally, oppressively and maliciously toward
24 Plaintiffs with a conscious disregard of their rights, or the consequences to them, with the intent of
25 depriving them of property and legal rights and otherwise causing them injury.

26 40. Plaintiffs request recovery of all overtime compensation due to them, according to
27 proof, interest, attorney's fees and costs pursuant to NRS 608.140 as well as assessment of statutory
28 penalties against Defendants, in a sum as provided by the NRS and/or other statutes.

1 48. At all relevant times, Defendants failed to pay Plaintiffs, upon discharge or
2 resignation, earned wages, including earned overtime wages, within the time limits prescribed by
3 NRS 608.020 and 608.030.

4 49. By virtue of Defendants' unlawful failure to pay earned wages in accordance with
5 NRS 608.020 and 608.030, Plaintiffs have and will continue to suffer damages in amounts which
6 are presently unknown to them but which exceed the jurisdictional limits of this Court and which
7 will be ascertained according to proof at trial.

8 50. Plaintiffs request recovery of all earned wages due to them, according to proof,
9 interest, attorney's fees and costs pursuant to NRS 608.140 as well as assessment of statutory
10 penalties under NRS 608.040 against Defendants.

11 **FIFTH CLAIM FOR RELIEF FOR FAILURE TO MAINTAIN RECORDS OF WAGES**
12 **UNDER NRS 608.115**

13 **(By Plaintiffs against all Defendants)**

14 51. Plaintiffs reallege and incorporate by reference herein each of the allegations alleged
15 in paragraphs 1 through 50, above.

16 52. At all relevant times, Defendants failed to maintain records of wages for the benefit
17 of their employees, showing for each pay period an accurate record of total hours employed in the
18 pay period and the number of hours per day.

19 53. Defendants systematically falsified employee time sheets to reflect time off when
20 there was none and to show that Plaintiffs, and others similarly situated, worked only 12 hours per
21 day when in fact they worked in excess of 12 hours each day.

22 54. By virtue of Defendants' unlawful falsification of records, Plaintiffs have and will
23 continue to suffer damages in amounts which are presently unknown to them but which exceed the
24 jurisdictional limits of this Court and which will be ascertained according to proof at trial.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs respectfully pray the Court:

27 1. For an order certifying the Class and/or Subclasses pursuant to Nevada Rule of Civil
28 Procedure 23, certifying Plaintiffs as the class representatives and appointing Plaintiffs' counsel as

1 lead counsel for the Class and Subclasses;

2 2. For a judgment awarding Plaintiffs for unpaid earned wages, including overtime
3 wages, statutory penalties, pre-judgment interest, attorney's fees, costs, disgorgement and/or
4 restitution, punitive damages, and other relief by reason of Defendants violations of Chapter 608 of
5 the Nevada Revised Statutes;

6 3. For such other and further relief as the Court may deem just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs demand a trial by jury on issues so triable.

9 **AFFIRMATION UNDER NRS 239B.030**

10 The undersigned does hereby affirm that the preceding document does not contain the social
11 security number of any person.

12 Dated: December 9, 2011

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

13
14 By: /s/ - Scott E. Gizer

15 Scott E. Gizer, Nev. State Bar No. 12216
16 3960 Howard Hughes Parkway, Suite 500
17 Las Vegas, Nevada 89169
18 Attorneys for Plaintiffs KARL E. RISINGER,
19 on behalf of himself and all others similarly
20 situated
21
22
23
24
25
26
27
28