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Attorneys for Plaintiff ANDREW TARIGAN, as an individual and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

ANDREW TARIGAN,

Plaintiff,

v.

AMERIQUEST SECURITY SERVICE;
 SOUTH EAST PERSONNEL LEASING,
 INC., and DOES 1-50, inclusive,

Defendants.

Case No.: **22TRCV00329**

**REPRESENTATIVE ACTION COMPLAINT
 FOR CIVIL PENALTIES**

1. Violation of PAGA for Failure to Pay All Wages, Including Overtime pursuant to Labor Code §§ 510, 1194, 1197.2, 1197, 1197.1;
2. Violation of PAGA for Failure to Provide Meal Period Violations pursuant to Code §§ 226.7, 512;
3. Violation of PAGA for Failure to Provide Rest Period pursuant to Labor Code §§ 226.7, 512;
4. Violation of PAGA for Failure to Pay Wages Due at Separation of Employment pursuant to Labor Code §§ 201, 202, 203, 204;
5. Violation of PAGA for Failure to Keep Accurate Payroll Records pursuant to Labor Code §§ 1174, 226, subds. (a) and (e); and
6. Violation of PAGA for Failure to Reimburse Employees for Necessary Business Expenditures pursuant to Labor Code §2802.

1 Plaintiff ANDREW TARIGAN (“Plaintiff” or “Mr. Tarigan”), as a representative of the
2 State of California and the Labor and Workforce Development Agency (“LDWA”), and on behalf
3 of himself and other current and former employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
6 who were subjected to one or more of the violations alleged herein by Defendant AMERIQUEST
7 SECURITY SERVICE. The terms “Relevant Time Period” or “PAGA Period” are defined as one
8 (1) year and sixty-five (65) days prior to the filing of Plaintiff’s original complaint through date
9 of entry of judgment. Plaintiff reserves the right to amend this complaint to reflect a different
10 “PAGA Period” as further discovery is conducted.

11 2. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
12 against Defendant for its: (1) failure to pay all wages due, including overtime wages; (2) failure
13 to provide meal periods or premium compensation in lieu thereof; (3) failure to provide rest
14 periods or premium compensation in lieu thereof; (4) failure to provide accurate payroll records;
15 (5) failure to reimburse for necessary business expenditures; and (6) failure to pay wages due
16 upon termination of employment.

17 3. At all relevant times herein, Defendant has consistently maintained and enforced
18 the following unlawful policies and practices against Plaintiff:

- 19 (a) Willfully refusing to pay all hours worked, including both regular and overtime
20 wages;
- 21 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
22 lieu thereof;
- 23 (c) Willfully refusing to permit rest periods or providing compensation in lieu
24 thereof;
- 25 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
26 wages;
- 27 (e) Willfully refusing to reimburse for necessary business expenditures; and
- 28 (f) Willfully refusing to pay all wages due upon separation of employment.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action. The penalties recoverable for Plaintiff do not exceed seventy-five thousand dollars (\$75,000.00), and collectively amongst all aggrieved employees do not exceed five million dollars (\$5,000,000.00).

5. All named Defendants are California corporations doing business throughout the State of California, and specifically, in Los Angeles County. Plaintiff was employed by Defendant in Los Angeles County. There is no federal question at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, Industrial Welfare Commission ("IWC") Wage Orders, California Code of Civil Procedure, California Business and Professions Code, and California Rules of Court. By doing business in the state of California, Defendants have purposefully availed themselves of the state's jurisdiction. Accordingly, as personal jurisdiction over Defendant would be constitutional, California's long-arm statute provides that California courts may exercise personal jurisdiction over Defendants. (Code Civ. Pro. § 410.10.).

6. Venue is proper in Los Angeles County, because Defendant perform business in Los Angeles County, and the acts set forth herein occurred in Los Angeles County.

THE PARTIES

A. Plaintiff

7. Plaintiff was employed by the Defendants from on or around October 19, 2019, through on or around February 16, 2021. At all relevant times herein, Plaintiff was employed by Defendants in a non-exempt hourly position as a security guard, and was entitled to compensation for all hours worked, including but not limited to overtime wages, as well as penalties from Defendant.

B. Defendant(s)

8. Plaintiff is informed and believes, and based thereon alleges, that Defendant AMERIQUEST SECURITY SERVICE is a California corporation and is and/or was the

1 employer of Plaintiff and similarly situated employees during the Relevant Time Period. On
2 information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business
3 in good standing in California, and at all time herein mentioned has regularly conducted business
4 throughout the State of California.

5 9. Plaintiff is ignorant of the true names, capacities, relationships and extent of
6 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
7 inclusive, but on information and belief, alleges that said Defendants are legally responsible for
8 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
9 capacities of the DOE Defendants when that information is ascertained.

10 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
13 are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint
14 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
15 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
16 the conduct described in this complaint.

17 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
18 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
19 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
20 below was acting, at least in part, within the course and scope of that authority as such agent,
21 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
22 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
23 are legally attributable to the other Defendants.

24 **PAGA ADMINISTRATIVE PREREQUISITES**

25 12. By this complaint, Plaintiff brings this case as a representative action seeking
26 penalties for the State of California in a representative capacity, as provided for by the Private
27 Attorneys General Act ("PAGA"), Labor Code section 2698 et seq., to the extent permitted by
28 law, as an aggrieved employee who was employed by Defendant and subject to alleged violations

1 set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in his/her notice
2 to the Labor Workforce Development Agency (“LWDA”) and the employer: sections 201, 202,
3 203, 204, 226, 226.7, 227.3, 510, 1174, 1194, and 2802.

4 13. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action
5 under PAGA only after giving the Labor Workforce Development Agency (“LWDA”) and the
6 employer notice of the Labor Code sections alleged to have been violated, and after receiving
7 notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have
8 passed without notice from the LWDA.

9 14. On February 16, 2022, prior to the filing of this complaint, Plaintiff gave written
10 notice of the specified provisions alleged to have been violated, including the facts and theories
11 to support the alleged violations, as required by Labor Code section 2699.3. This written notice
12 was given via certified mail to Defendant(s), and to the LWDA by electronically filing the notice
13 via the Department of Industrial Relations website. Plaintiff was given an LWDA case number
14 of LWDA-CM-868626-22. A true and correct copy of Plaintiff’s notice to the LWDA and
15 Defendant(s), dated February 16, 2022, is attached hereto as Exhibit A.

16 **FACTUAL ALLEGATIONS**

17 15. Plaintiff and similarly-aggrieved employees are, and at all times relevant herein,
18 have been non-exempt employees within the meaning the California Labor Code, and the
19 implementing rules of the IWC California Wage Orders.

20 16. Plaintiff was employed by Defendant in a non-exempt, hourly position as security
21 guard from in or on or around October 19, 2019, through on or around February 16, 2021.

22 17. Plaintiff is informed and believes, and based thereon alleges, that Defendant’s
23 policies and practices described herein are common across each of Defendant’s locations within
24 the State of California.

25 18. Plaintiff alleges that Defendant failed to pay Plaintiff and other Aggrieved
26 Employees for all hours worked in violation of California law, including overtime compensation.
27 Specifically, Plaintiff and other Aggrieved Employees were not paid legally mandated overtime
28 when they worked over eight (8) hours in a day or forty (40) hours in a workweek.

1 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
2 required to provide Plaintiff and other Aggrieved Employees with a work-free, thirty (30) minute
3 meal period within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a
4 second thirty (30) minute meal period within the tenth hour of a shift for workdays in excess of
5 ten (10) hours, in compliance with Labor Code section 512. Specifically, Defendant regularly
6 interrupted Plaintiff and other Aggrieved Employees during their meal periods or were forced to
7 skip their meal periods. Defendant routinely denied Plaintiff and other Aggrieved Employees a
8 full, thirty (30) minute off-duty meal period when they worked in excess of six (6) hours within
9 the first five (5) hours of their shifts. As a result of Defendant's unlawful policy and practice,
10 Plaintiff and other Aggrieved Employees did not receive all meal periods or payment of one (1)
11 additional hour of pay at Plaintiff and other Aggrieved Employees' regular rate of pay when they
12 did not receive a timely, uninterrupted thirty (30) minute off-duty meal period.

13 20. Additionally, Defendant was obligated to provide Plaintiff and other Aggrieved
14 Employees with a ten (10) minute rest break for every four (4) hours, or major fraction thereof,
15 worked each day. Defendant prevented Plaintiff and other Aggrieved Employees from taking their
16 full rest breaks throughout their shifts. Specifically, Plaintiff and other Aggrieved Employees'
17 rest breaks were regularly interrupted in order to perform security tasks. Plaintiff and other
18 Aggrieved Employees did not receive all paid rest periods or payment of one (1) additional hour
19 of pay at Plaintiff's' and other Aggrieved Employees' regular rate of pay when a paid rest period
20 was missed, shortened or interrupted.

21 21. Plaintiff alleges that Defendant failed to provide her and other aggrieved
22 employees with complete and accurate wage statements for all regular hours and overtime hours
23 worked. Mr. Tarigan further alleges that Defendant failed to include his legal employer on the
24 wage statements. This conduct is in violation of Labor Code sections 226 and 1174.

25 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
26 or should have known that Plaintiff and Plaintiff Class were entitled to receive itemized wage
27 statements that accurately showed their actual hours worked, total hours worked, number of hours
28 worked at each hourly rate, gross and net wages earned, premium wages earned per pay period,

1 and the name and address of the legal entity that is the employer in accordance with California
2 law. In violation of the Labor Code, Plaintiff and Class Members were not provided with accurate
3 itemized wage statements that accurately reported their gross and net wages earned, total hours
4 worked, premium wages earned, each applicable rate of pay in effect during the pay period with
5 the corresponding number of hours worked, and the name and address of the legal entity that is
6 the employer, among other things.

7 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
8 or should have known that Plaintiff and certain Plaintiff Class were entitled to timely payment of
9 wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain
10 Plaintiff Class did not receive payment of all overtime wages due, among other things, within
11 permissible time periods, upon separation of employment.

12 24. Plaintiff is informed and believes and based thereon alleges, that Defendant failed
13 to reimburse him and other Aggrieved Employees for necessary business expenditures. Plaintiff
14 and other Aggrieved Employees were not reimbursed for the cost of washing and maintaining
15 Defendant's uniform which is required as part of their employment.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
18 **PAY ALL WAGES**

19 **(By Plaintiff against All Defendant(s))**

20 25. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
21 as if fully alleged.

22 26. Any employee receiving less than the legal minimum wage or legal overtime
23 compensation is entitled to recover in a civil action the amount of unpaid wages, attorney's fees,
24 and costs of suit. (Lab. Code, § 1194, subd. (a).)

25 27. Labor Code section 1182.12 provides that on and after July 1, 2014, the minimum
26 wage for all industries shall not be less than nine dollars (\$9.00) per hour, and on and after January
27 1, 2016, the minimum wage for all industries shall not be less than ten dollars (\$10.00) per hour.
28 For employers who employed twenty-six (26) or more people from January 1, 2017, to December

31, 2017, the minimum wage rate in California was ten dollars and fifty cents (\$10.50) per hour. From January 18, 2018, to December 31, 2018, the minimum wage rate in California was eleven dollars (\$11.00) per hour. Plaintiff is informed and believes Defendant employed more than twenty-six (26) employees.

28. Notwithstanding any other provision of the Labor Code, hourly minimum wage rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

29. In any action to recover payment of wages less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

30. Any work in excess of eight (8) hours in any workday and any work in excess of forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).)

31. All wages earned in employment are due and payable twice during each calendar month on dates designated in advance by the employer. (Lab. Code, § 204.)

32. In case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

33. Notwithstanding any other provision of the Labor Code, hourly minimum wage rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay an employee no less than the minimum wage for each hour worked. (Lab. Code, § 1194.)

34. In any action to recover payment of wages less than the minimum wage, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

35. Plaintiff and the aggrieved employees regularly worked over eight (8) hours per day and forty (40) hours per work week. Defendant failed to pay Plaintiff, and the aggrieved

1 employees all minimum wage, overtime premiums, and/or double-time premiums for all hours
2 worked in excess of over eight (8) hours per day and/or forty (40) hours per week for work
3 performed for Defendant. Specifically, Defendant maintained a policy of failing to record all
4 hours Plaintiff and aggrieved employees worked at the appropriate rate of pay. Plaintiff and
5 aggrieved employees were required to write down their hours, but were not paid all wages earned.

6 36. Further, Defendant regularly violated the Labor Code with respect to meeting the
7 requirements of paying wages earned, by failing to include all remuneration when calculating the
8 Plaintiff and the aggrieved employees' regular rate of pay for purposes of paying overtime and/or
9 double time.

10 37. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
11 employees and the State of California for violations of Labor Code sections 204, 510, 1194, 1197,
12 1198, and pursuant to Labor Code section 1197.1 during the PAGA period, in a sum as provided
13 by the Labor Code and/or other statutes.

14 38. Plaintiff, individually and on behalf of the aggrieved employees and the State of
15 California also seeks attorney's fees and costs pursuant to Labor Code section 2699(g) and Code
16 of Civil Procedure section 1021.5.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
19 **PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF**

20 **(By Plaintiff against All Defendant(s))**

21 39. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged.

23 40. Labor Code sections 226.7 and 512 provide that no employer shall employ any
24 person for a work period of more than five (5) hours without providing a meal period
25 uninterrupted by work duties of not less than thirty (30) minutes, or employ any person for a work
26 period of more than ten (10) hours without a second meal period of not less than thirty (30)
27 minutes.

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1 41. Labor Code section 226.7 provides that if an employer fails to provide an
2 employee a meal period in accordance with this section, the employer shall pay the employee one
3 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
4 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
5 legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not
6 relieving employees from all work duties during meal periods thereby preventing employees from
7 taking legally compliant meal periods.

8 42. At all times relevant hereto, Plaintiff and the aggrieved employees have worked
9 shifts of more than five (5) hours in a workday. Defendant failed to provide legal compliant meal
10 periods to Plaintiff and the aggrieved employees, by failing to provide meal periods before the
11 fifth (5th) hour of work due to its meal period scheduling policy and practice. Despite failing to
12 provide timely meal periods, Defendant failed to pay one (1) additional hour of pay at Plaintiff
13 and aggrieved employees' regular rate of pay for each workday that a meal period violation
14 occurred.

15 43. At varying times relevant hereto, Plaintiff and the aggrieved employees have
16 worked shifts more than ten (10) hours in a workday.

17 44. By and through their actions, Defendant has intentionally and improperly denied
18 compliant meal periods or compensation in lieu thereof to Plaintiff and the aggrieved employees
19 in violation of Labor Code sections 226.7 and 512 and/or other statutes.

20 45. Defendant's Labor Code violations have caused Plaintiff and the aggrieved
21 employees to suffer, and continue to suffer, damages in amounts which are presently unknown,
22 but will be ascertained according to proof at trial.

23 46. Plaintiff, individually and on behalf of the aggrieved employees and the state of
24 California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512
25 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

26 47. Plaintiff also seeks attorney's fees and costs pursuant to Labor Code section 2699,
27 subdivision (g) and Code of Civil Procedure section 1021.5.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
3 **PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

4 **(By Plaintiff against All Defendant(s))**

5 48. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
6 as if fully alleged.

7 49. Labor Code section 226.7 provides that employers authorize and permit all
8 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or
9 major fraction thereof.

10 50. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
11 provide and employee rest periods in accordance with this section, the employer shall pay the
12 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
13 that the rest period is not provided. Plaintiff and the aggrieved employees consistently worked
14 over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and
15 practices.

16 51. Defendant failed to reasonably make available rest breaks to Plaintiff and the
17 aggrieved employees.

18 52. Defendant's Labor Code violations have caused Plaintiff and the aggrieved
19 employees to suffer, and continue to suffer, damages in amounts which are presently unknown,
20 but will be ascertained according to proof at trial.

21 53. Plaintiff, individually and on behalf of the aggrieved employees and the state of
22 California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512
23 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

24 54. Plaintiff also seeks attorney's fees and costs pursuant to Labor Code section 2699,
25 subdivision (g) and Code of Civil Procedure section 1021.5.

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**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO
PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

55. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

57. Labor Code section 201 provides that an employer is required to pay an employee whose employment is terminated by the employer all wages earned and unpaid immediately upon termination.

59. Labor Code section 203 provides that an employer who fails to pay all wages earned and due an employee who is discharged or who quits within the timeframe set forth in sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at the same rate of pay until paid, but not more than thirty (30) days.

61. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

62. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees, and the State of California for violations of Labor Code sections 201, 202, and 203

1 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

2 63. Plaintiff, individually and on behalf of the aggrieved employees and the State of
3 California, also seeks attorney's fees and costs pursuant to Labor Code section 2699, subdivision
4 (g) and Code of Civil Procedure section 1021.5.

5 **FIFTH CAUSE OF ACTION**

6 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
7 **ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS**

8 **(By Plaintiff against All Defendant(s))**

9 64. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
10 as if fully alleged herein.

11 65. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage
12 Orders provide that employers must keep records and provide employees with itemized wage
13 statements showing all hours worked and each applicable rate of pay in effect during the pay
14 period with the corresponding number of hours worked at each hourly rate.

15 66. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
16 location in California or at the plant or establishment at which the employee is employed, payroll
17 records showing the hours worked daily, and the wages paid to each employee. Labor Code
18 section 226, subdivision (a) requires an employer to provide employees—either as a detachable
19 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
20 paid by personal check or cash—an accurate itemized wage statement in writing, including
21 specified information, including, but not limited to: (1) gross wages earned; (2) net wages earned;
22 and (3) total hours worked by the employee. Labor Code section 226, subdivision (e) provides
23 that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia,
24 the gross and net wages earned, the total hours worked by the employee and the applicable hourly
25 overtime rates, causing the employee injury, then the employee is entitled to recover the greater
26 of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars
27 (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is
28 informed and believes that Defendant willfully failed to make or keep accurate records for

1 Plaintiff and the aggrieved employees.

2 67. The IWC Wage Orders require that every employer shall keep accurate
3 information with respect to each employee, including time records showing when each employee
4 begins and ends each work period, the total daily hours worked by each employee, and the total
5 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes
6 that Defendant willfully and intentionally failed to make and/or keep records which accurately
7 reflect the hours worked by Plaintiff and the aggrieved employees. Specifically, Plaintiff believes
8 that Defendant's records: (1) were inaccurate and incomplete.

9 68. An employee is deemed to suffer injury if the employer fails to provide an accurate
10 wage statement containing all of the required information set forth in Labor Code section 226,
11 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper
12 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
13 employees to determine whether they were paid all wages due without complicated calculations
14 and/or reconstruction of records required to be maintained by the employer.

15 69. Labor Code 226.3 provides that any employer who violates subdivision (a) of
16 Labor Code section 226 shall be subject to a civil penalty in the amount of two hundred fifty
17 dollars (\$250.00) per employee per initial violation and one thousand dollars (\$1,000.00) per
18 employee for each subsequent violation, for which the employer fails to provide the employee a
19 wage deduction statement or fails to keep the records required in subdivision (a) of Labor Code
20 section 226. The civil penalties provided for in this section are in addition to any other penalty
21 provided by law.

22 70. An employee is deemed to suffer injury if the employer fails to provide an accurate
23 wage statement containing all of the required information set forth in Labor Code section 226,
24 subdivision (a). (Lab. Code, § 226, subd. (e)(2).)

25 71. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
26 location in California or at the plant or establishment at which the employees are employed,
27 payroll records showing the hours worked daily and the wages paid to each employee.

28 72. Labor Code section 1174.5 imposes a civil penalty of five hundred dollars

1 (\$500.00) for an employer's failure to maintain accurate and complete records. This civil penalty
2 is in addition to the civil penalty of one hundred dollars (\$100.00) per initial violation and two
3 hundred dollars (\$200.00) per subsequent violation per pay period, per aggrieved employee that
4 would be imposed pursuant to Labor Code section 2699 for a violation of section 1174,
5 subdivision (d).

6 73. The IWC Wage Orders require that every employer shall keep accurate
7 information with respect to each employee, including, but not limited to, time records showing
8 the total daily hours worked by each employee, the total hours worked in each payroll period, and
9 applicable rates of pay.

10 74. Plaintiff is informed and believes that Defendant willfully and intentionally failed
11 to make and/or keep records which accurately reflect the hours worked by Plaintiff and aggrieved
12 employees. Specifically, Plaintiff believes that Defendants' records fail to include, *inter alia*: (1)
13 actual hours worked; (2) total hours worked; and (3) gross and net wages earned.

14 75. In addition, the omission of time worked make it difficult for employees to
15 determine whether they were paid all wages due without complicated calculations and/or
16 reconstruction of records required to be maintained by the employer.

17 76. Plaintiff is informed and believes, and based thereon alleges, that Defendant
18 willfully failed to maintain accurate payroll records for Plaintiff and the aggrieved employees by
19 failing to accurately reflect the hours worked by and wages paid to Plaintiff and the aggrieved
20 employees.

21 77. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees
22 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
23 will be ascertained according to proof at trial.

24 78. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
25 employees and the State of California for violations of Labor Code sections 226, 1174, and
26 pursuant to Labor Code sections 226.3 and 1174.5 during the PAGA period, in a sum as provided
27 by the Labor Code and/or other statutes.

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79. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorney's fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

SIXTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR
INDEMNIFICATION FOR EXPENDITURES OR LOSSES IN DISCHARGE OF
DUTIES**

(By Plaintiff against All Defendant(s))

80. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

81. Defendant failed to indemnify Plaintiff and the aggrieved employees for all necessary expenditures or losses incurred by Plaintiff and the aggrieved employees in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff and the aggrieved employees for expenditures they incurred on their behalf, including, but not limited to: (1) washing and maintaining uniform, and (2) using their personal cellphone.

82. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees, and the State of California for violations of Labor Code section 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

83. Plaintiff, individually and on behalf of the aggrieved employees, and the State of California also seeks attorney's fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

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1. For civil penalties pursuant to the PAGA in an amount according to proof;
2. For reasonable attorney's fees and costs, pursuant to the PAGA and California of Civil Procedure section 1021.5; and
3. That the Court award such other and further relief as this Court may deem

appropriate.

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq.
Attorneys for Plaintiff ANDREW
TARIGAN as an individual, and on behalf
of all similarly situated employees.

EXHIBIT A



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February 16, 2022

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7021 0950 0001 6447 5070

Return Receipt Requested

Amerquest Security Service
9111 South La Cienega Blvd Suite 210
Inglewood, CA 90301

VIA CERTIFIED MAIL # 7021 0950 0001 6447 5087

Return Receipt Requested

South East Personnel Leasing, Inc.
2739 US Highway 19 #100
Holiday, FL 34691

Re: Andrew Tarigan v. *Amerquest Security Service, et al.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; *Amerquest Security Service*;
South East Personnel Leasing.

From: Andrew Tarigan, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Andrew Tarigan ("Mr. Tarigan" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Ameriquet Security Company, (hereinafter “Ameriquet” or “Employer”) is a California corporation that provides security services in California and South East Personnel Leasing, Inc. is a Florida corporation that provides payroll services throughout the United States. Mr. Tarigan began his employment with Employer in or around 2019 until his termination in or around February 16, 2021.

Mr. Tarigan alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802, by failing to pay Mr. Tarigan and all other aggrieved employees all wages owed, including minimum wage and overtime, failing to provide meal and rest breaks failing to provide accurate wage statements and maintain accurate payroll records, waiting time penalties, and failing to reimburse. Mr. Tarigan and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions (some misclassified as exempt) in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Tarigan and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Mr. Tarigan and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). Specifically, Mr. Tarigan and other aggrieved employees worked shifts in excess of eight (8) hours per day, but were not compensated at a rate of at least one-and-a-half times each employee's base rate of pay.

Employer's failure to pay minimum wage and applicable overtime rates to Mr. Tarigan and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194.

B. Employer failed to provide Mr. Tarigan and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Tarigan alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Mr. Tarigan alleges that he and other aggrieved employees routinely did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Mr. Tarigan and other aggrieved employees, never received meal period and were forced to skip their meal periods approximately every shift.

Further Mr. Tarigan alleges that he and other aggrieved employees often had to miss rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Specifically, Mr. Tarigan alleges that he and other aggrieved employees were interrupted everyday due to the nature of the job.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Mr. Tarigan alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Tarigan and other aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Tarigan and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to reimburse Mr. Tarigan and aggrieved employees for necessary business expenditures

Here, Mr. Tarigan and aggrieved employees were forced to shoulder the burden Employer's cost of doing business by using their personal phones for work related activities and purchasing their own uniforms without reimbursement. Mr. Lemus and aggrieved employees were not reimbursed by Employer for said necessary expenditures. Due to the abovementioned, Employer failed to reimburse Mr. Lemus and aggrieved employees for necessary business expenditures

E. Employer failed to pay all wages earned at the time their employment ended to Mr. Tarigan and aggrieved employees

Pursuant to California Labor Code sections 201-203, employers are required to pay all earned and unpaid wages immediately upon termination by the employer and within 72 hours if the employee resigns. California Labor Code §203 provides that if an employer fails to pay all wages earned and due throughout the employees' employment within the timeframes proscribed by Sections 201 and 202, the employer is liable for waiting time penalties in the form of continued daily compensation at the employee's last rate of pay until all earned wages are paid up to 30 work days.

At the time of Mr. Tarigan and other aggrieved employees' termination, they were entitled to receive back wages that are owed as a result of Employer's failure to include non-discretionary bonuses in Mr. Tarigan and other aggrieved employees' regular rate for purposes of paying

overtime as well as wages for the time worked during the meal break or the premiums paid in lieu of missed breaks. However, Employer failed to pay such wages at the end of Mr. Tarigan and other aggrieved employees' employment.

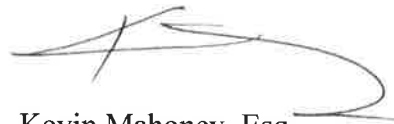
F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Tarigan becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Tarigan expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC