

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/28/2023 9:53 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff ANDREW TARIGAN as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANDREW TARIGAN, as a designated
Private Attorney General, pursuant to the
Private Attorney General Act,

Plaintiff,

v.

DOTHAN SECURITY, INC.; and DOES
1 through 50, inclusive,

Defendants.

Case No.: **23STCV17788**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff ANDREW TARIGAN (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant DOTHAN SECURITY, INC. (“Defendant”). The term “RELEVANT TIME
7 PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the
8 filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend this
9 complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
12 wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for
13 necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof,
14 (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages
15 due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to reimburse necessary business expenses;
23 (d) Willfully refusing to provide timely uninterrupted meal and rest periods or
24 adequate compensation in lieu thereof; and
25 (e) Willfully refusing to pay all wages due upon separation of employment;

26 **JURISDICTION AND VENUE**

27 4. This Court has subject matter jurisdiction over the causes of action alleged in this
28 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise

1 excluded from exercising subject matter jurisdiction over said causes of action.

2 5. Venue is proper in the County of Los Angeles because Defendant, transacts
3 business in this county, the obligations and liability arise in this county.

4 6. The California Superior Court has jurisdiction in the matter, because of the
5 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
6 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
7 of and/or domiciled in the County of Los Angeles, State of California.

8 7. Further, there is no federal question at issue as the issues herein are based solely
9 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
10 Professions Code, and California Rules of Court.

11 **THE PARTIES**

12 **Plaintiff**

13 8. Plaintiff was employed by Defendant from in or around 2000 through in or in
14 February 2023. At all relevant times herein, Plaintiff was employed by Defendant in a paid hourly
15 non-exempt position. Throughout the Relevant Time Period, Plaintiff worked for Defendant
16 within the County of Los Angeles. Plaintiff was always paid an hourly wage, and was deemed a
17 non-exempt hourly employee by Defendant.

18 **Defendant**

19 9. Plaintiff is informed and believe and based thereon allege that Defendant conducts
20 a substantial amount of business in California and is headquartered in California. Defendant is
21 security service company.

22 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
23 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
24 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
25 violations alleged herein. Plaintiff will amend this complaint to allege the true names and
26 capacities of the DOE Defendants when ascertained.

27 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
28 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,

1 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
2 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
3 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
4 joint employers and conspire with one another to increase profits by engaging in the conduct
5 described in this complaint.

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

13 **PAGA ADMINISTRATIVE PREREQUISITE**

14 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
15 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
16 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
17 (“PAGA”).

18 14. Prior to filing this complaint, on May 23, 2023, Plaintiff gave written notice by
19 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
20 Defendant of the specified provisions alleged to have been violated, including the facts and
21 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
22 correct copy of Plaintiff’s original letter dated May 17, 2023, sent to the LWDA on May 23, 2023,
23 is attached hereto as Exhibit A.

24 15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to
25 the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not
26 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
27 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
28

1 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
2 with regard to his PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendant wrongfully refused to compensate its employees for minimum wages,
7 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
8 wage statements, reimbursement and pay wages owed at the end of the employment, as required
9 under California law.

10 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
11 positions throughout California. Defendant in compensated said positions at an hourly rate less
12 than twice that of the state minimum wage and such positions remained under the direct control
13 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
14 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
15 these non-exempt employees as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that by not compensating its employees for all hours worked, including
24 minimum, regular, and overtime wages, for work that was required to be performed was in
25 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
26 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
27 minimum wage. Defendant also failed to pay its employees at the requisite overtime and double
28 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
3 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
4 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
5 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
6 periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or
7 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
8 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant
9 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
10 wherein Defendant's employees were denied pay each workday while attempting to clock in for
11 their shifts.

12 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
13 or should have known that it was required to provide its employees with itemized wage statements
14 that accurately showed their actual hours worked, total hours worked, number of hours worked at
15 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
16 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
17 employees with accurate itemized wage statements showing their rate of pay, the actual hours
18 worked, correct premium wages earned per pay period, as well as the total hours work per pay
19 period.

20 23. By failing to include on its wage statements all minimum wage and overtime owed,
21 Defendant failed to keep and provide accurate wage statements in violation of the California labor
22 code.

23 24. Defendant willfully failed to reimburse its employees for necessary business
24 expenses incurred during their employment with Defendant. Specifically, Defendant failed to
25 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
26 without limitation, the reimbursement of utilizing their personal cell phones and purchasing
27 Defendant's uniform in the discharge of their duties.
28

1 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that its employees were entitled to timely payment of wages due upon
3 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
4 within permissible time periods, upon separation of employment.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
7 **OVERTIME**

8 **(Plaintiff As a Private Attorney General Against All Defendants)**

9 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
10 complaint as if fully set forth herein.

11 27. Any work in excess of eight (8) hours in any workday and any work in excess of
12 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
13 (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order
14 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
15 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

16 28. Defendant's employees regularly worked over eight (8) hours per day and forty
17 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
18 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
19 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
20 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
21 they missed meal breaks is a violation of the Labor Code. Employer also failed to accurately
22 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Employer further
23 failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular rate of
24 pay for sick days.

25 29. Since the LWDA has not indicated that it will be investigating more than sixty-
26 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
27 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
28 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or

1 the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following,
2 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
3 applies to any alleged violation of the following provisions: 510 and 1194.

4 30. Plaintiff is informed and believes that Defendant have violated, and continues to
5 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
6 minimum wages and overtime.

7 31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
8 penalties for each and every violation shown to exist or to have occurred during the Relevant
9 Time Period, in an amount according to proof, as to those penalties that are otherwise only
10 available to public agency enforcement actions.

11 32. Additionally, Plaintiff as a Private Attorney General are entitled to attorney’s fees
12 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
13 interest.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR** 16 **COMPENSATION IN LIEU THEREOF**

17 **(Plaintiff As a Private Attorney General Against All Defendants)**

18 33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
19 complaint as if fully set forth herein.

20 34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
21 that no employer shall employ any person for a work period of more than five (5) hours without
22 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

23 35. Labor Code section 226.7 provides that if an employer fails to provide an
24 employee with a meal period in accordance with this section, the employer shall pay the employee
25 one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal
26 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
27 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
28

1 relieving employees from all work duties during meal periods thereby preventing employees from
2 taking legally compliant meal periods.

3 36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
4 worked shifts more than five (5) hours in a workday.

5 37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
6 waive meal periods.

7 38. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
8 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
9 rate of pay for each missed meal break, in an amount to be proven at trial.

10 39. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
11 penalties for each and every violation shown to exist or to have occurred during the Relevant
12 Time Period, in an amount according to proof, as to those penalties that are otherwise only
13 available to public agency enforcement actions.

14 40. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
15 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
16 interest.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
19 **COMPENSATION IN LIEU THEREOF**

20 **(Plaintiff As a Private Attorney General Against All Defendants)**

21 41. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
22 complaint as if fully set forth herein.

23 42. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that
24 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
25 rest time per four (4) work hours, or major fraction thereof.

26 43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
27 provide and employee rest periods in accordance with this section, the employer shall pay the
28 employee one (1) hour of pay at the employees' regular rate of compensation for each workday

1 that the rest period is not provided. Plaintiff and other employees consistently worked over four
2 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

3 44. As described above, Defendant failed to reasonably make available rest breaks to
4 Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

5 45. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
6 penalties for each and every violation shown to exist or to have occurred during the Relevant
7 Time Period, in an amount according to proof, as to those penalties that are otherwise only
8 available to public agency enforcement actions.

9 46. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
10 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
11 interest.

12 **FOURTH CAUSE OF ACTION**

13 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED** 14 **WAGE STATEMENTS**

15 **(Plaintiff As a Private Attorney General Against All Defendants)**

16 47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
17 complaint as if fully set forth herein.

18 48. Labor Code section 226, subdivision (a), states in pertinent part that, "every
19 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
20 employees, either as a detachable part of the check, draft, or voucher paying the employee's
21 wages, or separately when wages are paid by personal check or cash, an accurate itemized
22 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
23 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
24 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
25 only the last four digits of his or her social security number or an employee identification number
26 other than a social security number; (8) the name and address of the legal entity that is the
27 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
28 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

49. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

(Plaintiff As a Private Attorney General Against All Defendants)

1 56. Defendant has a corporate practice and policy of requiring its employees to
2 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
3 for necessary business expenditures, specifically requiring employees to utilize their personnel
4 cell phones in direct consequence of the discharge of their duties to Defendant.

5 57. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
6 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
9 otherwise only available to public agency enforcement actions. Funds recovered will be
10 distributed in accordance with the PAGA.

11 58. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
12 section 2699, subdivision (g)(1), and prejudgment interest.

13 **SIXTH CAUSE OF ACTION**

14 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**
15 **TERMINATION OF EMPLOYMENT**

16 **(Plaintiff As a Private Attorney General Against All Defendants)**

17 59. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
18 complaint as if fully set forth herein.

19 60. Employees who ended their employment with Defendant during the Relevant
20 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
21 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
22 and 203.

23 61. Defendant refused and/or failed to promptly compensate its employees for wages
24 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
25 minimum and overtime compensation owed for work performed for Defendant.

26 62. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
27 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
28 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes

each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

63. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

64. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

SEVENTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

65. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

66. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...."

67. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

68. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California labor code.

69. Defendant have a corporate practice and policy of requiring its employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees for necessary business expenditures. Specifically, Defendant failed to reimburse Plaintiff and other employees for the use of their personal cell phone that they were obligated to use to discharge their duties. Plaintiff and other employees communicated via text message and calls

1 after work hours to through personal cell phones. Further, Defendant failed to reimburse Plaintiff
2 and other employees for purchasing Defendant's uniform.

3 70. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
4 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
5 recover any and all penalties for each and every violation shown to exist or to have occurred
6 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
7 otherwise only available to public agency enforcement actions. Funds recovered will be
8 distributed in accordance with the PAGA.

9 71. Accordingly, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
10 Code section 2699, subdivision (g)(1), and prejudgment interest.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 13 1. For civil penalties for each violation as provided by law, including, but not
14 limited to, those civil penalties provided by PAGA;
15 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
16 2699, subdivision (g), and any other statutory basis or pursuant to the
17 California Rules of Court;
18 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
19 subdivision (g), and any other statutory basis; and
20 4. For all such other and further relief as the Court may deem just and proper.

21
22 Dated: July 28, 2023

MAHONEY LAW GROUP, APC

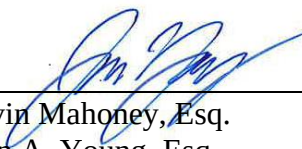
23
24 
25 Kevin Mahoney, Esq.
26 John A. Young, Esq.
27 Attorneys for Plaintiff ANDREW TARIGAN
28

EXHIBIT A



John Young, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
jyoung@mahoney-law.net

May 17, 2023

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5125

Return Receipt Requested

Dothan Security, Inc.
330 N. Brand Blvd.
Glendale, CA 91203

Re: Andrew Tarigan v. *Dothan Security, Inc.*

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

To: California Labor and Workforce Development Agency; *Dothan Security, Inc.*

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 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

Dothan Security, Inc., (hereinafter "Employer") provides security services in California. Mr. Tarigan began his employment with Employer in or around 2000 until his termination in or around February 2023.

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 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.

Further, Employer Mr. Tarigan and other aggrieved employees to perform work while off-the-clock (i.e. responding to dispatch and or completing reports). As such, Employer failed to pay Employee and other aggrieved employees for all hours worked. 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 and lack of adequate staffing to relieve them of all work responsibilities during breaks. 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.).

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 due to the aforementioned short staffing.

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. Tarigan and aggrieved employees were not reimbursed by Employer for said necessary expenditures. Due to the abovementioned, Employer failed to reimburse Mr. Tarigan 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 section 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 and or separation of employment, they were entitled to receive all wages owed for off-the-clock work and all meal and rest premiums owed. However, Employer failed to pay such wages at the end of Mr. Tarigan's 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.

LABOR AND WORKFORCE DEVELOPMENT AGENCY

May 17, 2023

Page 4 of 4

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
John A. Young, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC