

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
Superior Court of California,
County of Fresno
By: Ruby J. Gonzalez, Deputy Clerk
04/1/26 9:02 AM

Attorneys for Plaintiff NOAH KHALIL as a designated Private Attorney General, pursuant to the Private Attorney General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

NOAH KHALIL, as a designated Private
Attorney General, pursuant to the Private
Attorney General Act,

Plaintiff,

v.

SECURITY RESOLUTIONS OF
CALIFORNIA, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 26CU00195

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 §2698 et seq for Failure to Reimburse for Necessary Business 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 NOAH KHALIL (“Plaintiff”), on behalf of the State of California, complains and
2 alleges as follows:

3 **INTRODUCTION**

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

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

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

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

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

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

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

Plaintiff

Defendant

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the

violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

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

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

PAGA ADMINISTRATIVE PREREQUISITE

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

14. Prior to filing this complaint, on January 21, 2026, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter dated January 21, 2026, sent to the LWDA on January 21, 2026, is attached hereto as Exhibit A.

15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to

1 the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not
2 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
3 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
4 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
5 with regard to his PAGA notice.

6 **FACTUAL ALLEGATIONS**

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

13 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
14 positions throughout California. Defendant failed to pay its non-exempt hourly employees earned
15 wages by failing to pay for all hours worked and failing to pay the proper overtime rates of pay,
16 among other things. Non-exempt hourly employees were frequently required to work through
17 meal periods and off the clock to attend work responsibilities. Defendant failed or refused to
18 provide premium compensation to non-exempt hourly employees for all late meal periods, short
19 meal periods, and all missing meal periods.

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

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

26 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that by not compensating its employees for all hours worked, including
28 minimum and overtime wages, for work that was required to be performed was in violation of the

1 California labor code. In violation of the Labor Code and IWC Wage Orders, Defendant failed to
2 pay its employees earned wages by failing to compensate at the mandatory minimum wage and
3 proper overtime rate. Defendant also failed to pay its employees at the requisite overtime rate for
4 all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

5 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
6 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
7 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
8 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
9 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
10 periods and attend to work responsibilities (i.e. responding to dispatch and completing reports as
11 required by Defendant) while off-the-clock. Further, Defendant failed or refused to provide
12 premium compensation to Plaintiff and other non-exempt hourly employees for all late meal
13 periods, short meal periods, and all missing meal periods.

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

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

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

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
3 **OVERTIME**

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

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

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

12 27. Defendant's employees regularly worked over eight (8) hours per day and forty
13 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
14 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
15 (40) hours per week for work performed for the Defendant. Defendant required non-exempt
16 hourly employees to work off-the-clock as a result of Defendant's failure to adequately staff
17 employees, allow employees to take a timely uninterrupted meal periods, complete reports off the
18 clock, and Defendant exerted control of Plaintiff and other employees off-the-clock.

19 28. Since the LWDA has not indicated that it will be investigating more than sixty-
20 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
21 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
22 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
23 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
24 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
25 applies to any alleged violation of the following provisions: 510 and 1194.

26 29. Plaintiff is informed and believes that Defendant have violated, and continues to
27 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
28 minimum wages and overtime.

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

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

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
10 **COMPENSATION IN LIEU THEREOF**

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

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

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

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

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

26 36. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
27 waive meal periods.

28 37. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly

employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

38. Plaintiff, as a Private Attorney General, 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.

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

THIRD CAUSE OF ACTION

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

(Plaintiff As a Private Attorney General Against All Defendants)

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

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

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

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

44. Plaintiff, as a Private Attorney General, 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

1 available to public agency enforcement actions.

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

5 **FOURTH CAUSE OF ACTION**

6 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
7 **WAGE STATEMENTS**

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

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

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

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

28 49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General

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

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

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE**

10 **NECESSARY BUSINESS EXPENDITURES**

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

12 51. A Plaintiff realleges and incorporates by reference the allegations in the preceding
13 paragraphs.

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

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

19 54. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
20 doing business on its employees in violation of the California Labor Code.

21 55. Defendant has a corporate practice and policy of requiring its employees to
22 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
23 for necessary business expenditures, specifically requiring employees to utilize their personal
24 phones to communicate with Defendant's employees and complete reports at their own expense.

25 56. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
26 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover
27 any and all penalties for each and every violation shown to exist or to have occurred during the
28 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise

1 only available to public agency enforcement actions. Funds recovered will be distributed in
2 accordance with the PAGA.

3 57. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
4 section 2699, subdivision (g)(1), and prejudgment interest.

5 **SIXTH CAUSE OF ACTION**

6 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**
7 **TERMINATION OF EMPLOYMENT**

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

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

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

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

18 61. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
19 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
20 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
21 each of the following, as set forth in Labor Code section 2699.5, which provides that section
22 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
23 226, 226.7, 510, 512, 1174, and 1194.

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

63. 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.

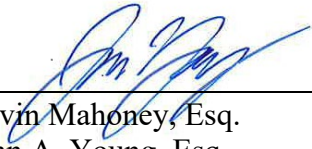
PRAYER FOR RELIEF

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

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

Dated: April 1, 2026

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff NOAH KHALIL

EXHIBIT A



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

January 21, 2026

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
<http://dir.govfa.net/411>

VIA CERTIFIED MAIL # 9589 0710 5270 3375 6686 05

Return Receipt Requested

Security Resolutions of California, Inc.
ATTN: Charis Wallace
1704 E Bullard Ave.
Fresno, CA 93710

Re: Noah Khalil v. Security Resolutions of California, Inc.

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

To: California Labor and Workforce Development Agency; Security Resolutions of California, Inc.

From: Noah Khalil, 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 Noah Khalil ("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

Security Resolutions of California, Inc. (hereinafter "Employer") provides security services in California. Employee began his employment with Employer in or around June 2025 through July 2025.

Employee 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 Employee 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. Employee 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 Employee and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Employee 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, Employee 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 required Employee 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 Employee 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 Employee and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Employee 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 lack of adequate staffing to relieve them of all work responsibilities during breaks. Employee 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, Employee 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, Employee 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. Employee 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 Employee 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 Employee 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 Employee and aggrieved employees for necessary business expenditures

Here, Employee and aggrieved employees were forced to shoulder the burden Employer's cost of doing business by using their personal phones for work related activities without reimbursement. Employee and aggrieved employees were not reimbursed by Employer for said necessary expenditures. Due to the above-mentioned, Employer failed to reimburse Employee and aggrieved employees for necessary business expenditures

E. Employer failed to pay all wages earned at the time their employment ended to Employee 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 Employee 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 Employee'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, Employee becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Employee 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

LABOR AND WORKFORCE DEVELOPMENT AGENCY

January 21, 2026

Page 4 of 4

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

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Young", is written over a light blue circular stamp.

John A. Young, Esq.
MAHONEY LAW GROUP, APC