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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

17 MONET L. STERLING, on behalf of herself and
18 current and former aggrieved employees

19 Plaintiff,

20 vs.

21 DOTHAN SECURITY, INC.; and DOES 1 to
22 100, inclusive,

23 Defendants.

FILED
Superior Court of California
County of Los Angeles
11/22/2024
David W. Slayton, Executive Officer / Clerk of Court
By: N. Osollo Deputy

Case No.:23STCV08293

PAGA ACTION

**PLAINTIFFS' FIRST AMENDED
COMPLAINT FOR:**

1. **CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

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COMES NOW Plaintiffs MONET L. STERLING, MIGUEL JONAS RUIZ, ANDREW TARIGAN, and CARLTON MCGEE and RICARDO WENDELL (“Plaintiffs”), who alleges and complains against Defendants DOTHAN SECURITY, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”) representative action brought by Plaintiffs on behalf of the State of California, themselves and other current and former aggrieved employees of Defendants who worked as hourly non-exempt employees in California during the relevant time period seeking civil penalties associated with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to indemnify for necessary expenditures or losses; failure to provide supplemental paid sick leave; failure to pay vested vacation/paid time off; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiffs seek on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiffs, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiffs and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiffs’ lawsuit seeks civil penalties on behalf of themselves, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiffs and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiffs and all other current

1 and former aggrieved California-based hourly non-exempt employees occurred in locations
2 throughout California, including but not limited to Los Angeles County, and San Joaquin County.

3 **III. PARTIES**

4 3. Plaintiffs bring this action as a representative of the Labor and Workforce
5 Development Agency on behalf of herself and other current and former employees subject to
6 violations of the Labor Code. The named Plaintiffs and the persons on whose behalf this action is
7 filed include current, former and/or future employees of Defendants who work, worked, or will
8 work for Defendants as direct employees as well as temporary employees employed through temp
9 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
10 currently named Plaintiffs are and were domiciled and residents and citizens of California.

11 4. Plaintiff STERLING was employed by Defendants as an hourly non-exempt
12 security guard at Defendants' location in Los Angeles, California from in or around October 12,
13 2021, until on or about August 10, 2022.

14 5. Plaintiff RUIZ was employed by Defendants as an hourly non-exempt field
15 supervisor, security guard, and car washer at Defendants' location in Los Angeles, California from
16 in or around June 2022 through on or around January 11, 2023.

17 6. Plaintiff TARIGAN was employed by Defendants as an hourly non-exempt
18 security guard at Defendants' location in Los Angeles, California from in or around 2000 until in
19 or around February 2023.

20 7. Plaintiff MCGEE was employed by Defendants as an hourly non-exempt security
21 guard at Defendants' location in Tracy, California from in or around November 18, 2022 through
22 in or around June 6, 2023. Plaintiff WENDELL was employed by Defendants as an hourly non-
23 exempt security guard at Defendants' location in Diamond Bar, California from in or around
24 October 30, 2022 through in or around July 27, 2023.

25 8. Plaintiffs are informed and believe and thereon allege that Defendant DOTHAN
26 SERCUITY, INC. is authorized to do business within the State of California and is doing business
27 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
28 were persons acting on behalf of Defendant DOTHAN SECURITY, INC. in the establishment of,

1 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
2 DOTHAN SERCUITY, INC. operates offices, job sites, locations and/or facilities in California,
3 including, but not limited to Los Angeles County, and San Joaquin County and employed
4 Plaintiffs and aggrieved employees in California.

5 9. Plaintiffs are informed and believe and thereon allege that Defendants DOES 1
6 through 50 are corporations, or are other business entities or organizations of a nature unknown to
7 Plaintiffs that employed Plaintiffs and aggrieved California non-exempt employees, permitted
8 Plaintiffs and aggrieved employees to work, and exercised control over the wages, hours and
9 working conditions of employment of Plaintiffs and aggrieved employees.

10 10. Plaintiffs are informed and believe and thereon allege that Defendants DOES 51
11 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued
12 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
13 supervisor, independent contractor and/or employee of each defendant who violated or caused to
14 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
15 the Industrial Welfare Commission's wage orders regulating hours and days of work.

16 11. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.
17 Plaintiffs sue said defendants by said fictitious names, and will amend this complaint when the
18 true names and capacities are ascertained or when such facts pertaining to liability are ascertained,
19 or as permitted by law or by the Court. Plaintiffs are informed and believe that each of the
20 fictitiously named defendants is in some manner responsible for the events and allegations set
21 forth in this complaint.

22 12. Plaintiffs make the allegations in this complaint without any admission that, as to
23 any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and
24 Plaintiffs reserve all of Plaintiffs' right to plead in the alternative.

25 **FIRST CAUSE OF ACTION**

26 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

27 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

28 **(Against all Defendants by Plaintiffs)**

13. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

14. During the period beginning one (1) year preceding Plaintiffs sending the initial PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders.

15. Specifically, Defendants have committed the following violations of California Labor Code:

16. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

17. Labor Code sections 1194 and 1197 require an employer to compensate employees for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the Wage Orders.

18. In this case, Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

(a) “Rounding down” or “shaving down” Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees punches, including punches for meal breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees for this time.

19. Therefore, Defendants suffered, permitted, and required Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’

1 control without paying wages for that time. This resulted in Plaintiffs and other current and former
2 aggrieved California-based hourly non-exempt employees working time for which they were not
3 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
4 Wage Order.

5 20. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
6 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
7 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
8 which includes all time that an employee is under control of the employer and all time the
9 employee is suffered and permitted to work. This includes the time an employee spends, either
10 directly or indirectly, performing services that inure to the benefit of the employer.’

11 21. Labor Code sections 510 and 1194 require an employer to compensate employees a
12 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
13 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

14 Any work in excess of eight (8) hours in one workday, any work in excess of forty
15 (40) hours in any one (1) workweek, and the first eight (8) hours worked on the
16 seventh day of work in any one (1) workweek, shall be compensated at the rate of
17 no less than one-and-one-half (1.5) times the regular rate of pay for an employee.
18 Any work in excess of twelve (12) hours in one (1) day shall be compensated at the
rate of no less than twice the regular rate of pay for an employee. In addition, any
work in excess of eight (8) hours on any seventh day of a workweek shall be
compensated at the rate of no less than twice the regular rate of pay of an
employee.

19 Labor Code section 510.

20 22. In this case, Defendants failed to pay Plaintiffs and other current and former
21 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
22 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

23 (a) “Rounding down” or “shaving down” Plaintiffs and other current and
24 former aggrieved California-based hourly non-exempt employees punches, including punches for
25 meal breaks, to the nearest quarter of an hour to the benefit of Defendants without paying
26 Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees
27 for this time.

28 23. Overtime is based upon an employee’s regular rate of pay. “The regular rate at

1 which an employee is employed shall be deemed to include all remuneration for employment paid
2 to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement
3 Policies and Interpretations Manual, Section 49.1.2.

4 24. In this case, Plaintiffs alleges that when she and other current and former aggrieved
5 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
6 them overtime wages at the proper overtime rate of pay due to Defendants’ failure to include all
7 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
8 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
9 to, “sign on bonus”, for example, when calculating Plaintiffs and other current and former
10 aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of
11 paying overtime.

12 25. The foregoing policies, practices, and/or procedures resulted in time during each
13 workday that Plaintiffs and other current and former aggrieved California-based hourly non-
14 exempt employees were under the control of Defendants but were not compensated. To the extent
15 that the foregoing uncompensated time occurred when Plaintiffs and other current and former
16 aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a
17 workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek,
18 Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation
19 of Labor Code sections 510 and 1194 and the applicable Wage Order.

20 26. **Failure to pay wages to hourly non-exempt employees for workdays that**
21 **Defendants failed to provide legally required and compliant meal periods:** Plaintiffs and other
22 current and former aggrieved California-based hourly non-exempt employees regularly worked
23 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

24 27. California law requires an employer to authorize or permit an employee an
25 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
26 all duties and the employer relinquishes control over the employee’s activities prior to the
27 employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*
28 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an

1 employee for a work period of more than ten (10) hours per day without providing the employee
2 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
3 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
4 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
5 period is only permitted when: (1) the nature of the work prevents an employee from being
6 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

7 28. If an employer fails to provide an employee a meal period in accordance with the
8 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
9 for each workday that a legally required and compliant meal period was not provided. Labor Code
10 section 226.7; Wage Order 4 at §11.

11 29. In this case, Defendants failed to authorize or permit legally required and compliant
12 meal periods to Plaintiffs and other current and former aggrieved California-based hourly non-
13 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
14 limited to:

15 (a) “Rounding” or “shaving” Plaintiffs and other current and former aggrieved
16 California-based hourly non-exempt employees punches, including punches for meal breaks, to
17 the nearest quarter of an hour to the benefit of Defendants without paying Plaintiffs and other
18 current and former aggrieved California-based hourly non-exempt employees for this time;

19 (b) Requiring Plaintiffs and other current and former aggrieved California-
20 based hourly non-exempt employees who worked as security guards assigned to a single-guard
21 posts and to remain on-duty during off-the-clock meal breaks; and

22 (c) Requiring Plaintiffs and other current and former aggrieved California-
23 based hourly non-exempt employees who worked as security guards to carry, keep on, monitor
24 their patrol phones and respond to calls from Defendant’s management personnel during off-the-
25 clock meal breaks.

26 30. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
28 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each

1 workday that Plaintiffs and other current and former aggrieved California-based hourly non-
2 exempt employees did not receive legally required and compliant meal periods, in violation of
3 Labor Code section 226.7.

4 31. Finally, on occasions when Defendants paid Plaintiffs and other current and former
5 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed,
6 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
7 additional hour of pay at Plaintiffs and other current and former aggrieved California-based hourly
8 non-exempt employees regular rate of compensation. Specifically, Defendants maintained a
9 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
10 to, “sign on bonus” for example, when calculating Plaintiffs and other current and former
11 aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of
12 paying meal period premium wages.

13 32. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiffs
14 and other current and former aggrieved California-based hourly non-exempt employees not
15 receiving wages to compensate them for workdays during which Defendants did not provide them
16 with meal periods in compliance with California law.

17 33. **Failure to pay wages to hourly non-exempt employees for workdays that**
18 **Defendants failed to provide legally required and compliant rest periods:** Plaintiffs and other
19 current and former aggrieved California-based hourly non-exempt employees regularly worked
20 shifts of more than three-and-a-half (3.5) hours.

21 34. California law requires every employer to authorize and permit an employee a rest
22 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
23 Code section 226.7; Wage Order 4 at §12. Under California law, “[e]mployees are entitled to 10
24 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
25 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
26 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
27 section 226.7; Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of
28 each work period. Wage Order 4 at §12. Additionally, the rest period requirement “obligates

1 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
2 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
3 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

4 35. If the employer fails to authorize or permit a required rest period, the employer
5 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
6 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
7 Wage Order 4 at § 12.

8 36. In this case, Defendants failed to authorize or permit all legally required and
9 compliant rest periods to Plaintiffs and other current and former aggrieved California-based hourly
10 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
11 limited to:

12 (a) Failing to provide Plaintiffs and other current and former aggrieved
13 California-based hourly non-exempt employees timely, uninterrupted, duty-free net ten-minute
14 rest breaks for every four hours worked or major fraction thereof;

15 (b) Requiring Plaintiffs and other current and former aggrieved California-
16 based hourly non-exempt employees who worked as security guards assigned to a single-guard
17 posts and to remain on-duty during rest breaks; and

18 (c) Requiring Plaintiffs and other current and former aggrieved California-
19 based hourly non-exempt employees who worked as security guards to carry, keep on, monitor
20 their patrol phones and respond to calls from Defendant’s management personnel during rest
21 breaks.

22 37. Additionally, Plaintiffs alleges that Defendants maintained a policy, practice,
23 and/or procedure of failing to compensate Plaintiffs and other current and former aggrieved
24 California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of
25 pay for each workday they did not receive legally required and compliant rest periods, in violation
26 of Labor Code section 226.7.

27 38. Finally, on occasions when Defendants did pay Plaintiffs and other current and
28 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,

missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration including, but not limited to, “sign on bonus”, for example, when calculating Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of paying rest period premiums.

39. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays in which Defendants did not provide them with rest periods in compliance with California law.

40. **Failure to indemnify for necessary expenses:** California law requires that every employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

41. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiffs and other current and former aggrieved California-based non-exempt hourly employees’ necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a policy, practice, and procedure whereby Plaintiffs and aggrieved employees were required to utilize their personal cell phones and personal vehicles for employment related purposes. Plaintiffs and aggrieved employees were required to purchase and/or have a personal cell phone plan, which Defendants routinely required Plaintiffs and aggrieved employees to utilize in carrying out their daily work activities. Plaintiffs and aggrieved employees also incurred expenses related to fueling and maintaining their personal vehicle that Defendants required them to utilize in driving to and from different locations during the course of their employment.

42. Moreover, Defendants employed policies and procedures which ensured Plaintiffs and aggrieved employees would not receive indemnification for their employment related

1 expenses. This practice resulted in Plaintiffs and aggrieved employees not receiving such
2 indemnification in compliance with California law.

3 43. Therefore, Defendants are liable to Plaintiffs and aggrieved employees for their
4 employment related expenses, including but not limited to costs related to use of their personal
5 cell phones and their personal vehicles pursuant to Labor Code section 2802.

6 44. **Failure to provide supplemental paid sick leave:** Labor Code § 248.2 provides
7 that all employers with 26 or more employees are required to provide up to 80 hours for covered
8 employees to take COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a
9 family member or if it is vaccine-related. Based on information and belief, Defendants violated
10 Labor Code § 248.2 by not providing Plaintiffs and other current and former aggrieved California-
11 based hourly non-exempt employees with required COVID-19 Supplemental Paid Sick Leave.
12 Based on information and belief, Defendants failed to provide Supplemental Paid Sick Leave in
13 2022 in violation of Labor Code section 248.6.

14 45. **Failure to pay vested vacation/paid time off:** Based on information and belief,
15 Defendants have and continue to have a uniform policy and practice of failing to allow Plaintiffs
16 and other current and former aggrieved California-based hourly non-exempt employees to use
17 their earned vacation/paid time off during their employment and/or failing to pay all vested,
18 accrued paid time off to Plaintiffs and other current and former aggrieved California-based hourly
19 non-exempt employees upon separation of employment, in violation of California law, including
20 but not limited to, Labor Code section 227.3.

21 46. **Failure to timely pay earned wages during employment:** In California, wages
22 must be paid at least twice during each calendar month on days designated in advance by the
23 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
24 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
25 16th and the 26th day of that month and wages earned between the 16th and the last day,
26 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
27 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
28 paid within seven (7) calendar days following the close of the payroll period in which wages were

1 earned. Labor Code section 204(d).

2 47. As a derivative of Plaintiffs' claims above, Plaintiffs alleges that Defendants failed
3 to timely pay Plaintiffs' and other current and former aggrieved California-based hourly non-
4 exempt employees' earned wages (including minimum wages, overtime wages, meal period
5 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
6 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
7 Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees'
8 their earned wages within the applicable time frames outlined in Labor Code section 204.

9 48. **Failure to provide complete and accurate wage statements:** Labor Code section
10 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
11 employee his or her wages, the employer must "furnish each of his or her employees ... an
12 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
13 employee, except for any employee whose compensation is solely based on a salary and who is
14 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
15 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
16 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
17 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
18 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
19 name of the employee and his or her social security number, (8) the name and address of the legal
20 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate by the employee."

22 49. Defendants committed direct violations of Labor Code section 226, through their
23 policies, practices, and/or procedures, including, but not limited to, failing to list the name and
24 address of the legal entity that is the employer on Plaintiffs' and other current and former
25 aggrieved California-based hourly non-exempt employees' wage statements. For example, based
26 on information and belief, wage statements issued to Aggrieved Employees identify "DSI Security
27 Services" and/or "DSI Security Services Inc." and/or "DSI" as the name of the legal entity that is
28 the employer. However, based on information and belief, there are no legal entity/entities named

1 “DSI Security Services” and/or DSI Security Services Inc.” and/or “DSI” in existence. As such,
2 DEFENDANTS issued wage statements to Aggrieved Employees that failed to list the correct
3 name and/or address of the legal entity that is the employer, in violation of Labor Code section
4 226(a)(8).

5 50. As a derivative of Plaintiffs’ allegations above, Defendants’ failure to pay Plaintiffs
6 and other current and former aggrieved California-based hourly non-exempt employees all wages
7 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
8 period premium wages) rendered Plaintiffs’ and other current and former aggrieved California-
9 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
10 section 226.

11 51. **Failure to pay employees all wages due at time of termination/resignation:** An
12 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
13 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
14 hours of resignation (Labor Code section 202).

15 52. As a derivative of Plaintiffs’ allegations above, because Defendants failed to pay
16 Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees
17 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
18 and/or rest period premium wages), Defendants failed to pay those employees timely after each
19 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

20 53. Defendants’ violations of Wage Order 4 constituted violations of Labor Code
21 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

22 54. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
23 employee, on behalf of himself or herself and other current or former employees, to bring a civil
24 action to recover civil penalties against all Defendants pursuant to the procedures specified in
25 Labor Code section 2699.3.

26 55. Plaintiffs have complied with the procedures for bringing suit specified in Labor
27 Code section 2699.3. On February 7, 2023, Plaintiffs filed a PAGA Claim Notice with the LWDA
28 and provided notice to Defendants by certified mail which provided notice of the specific

provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

56. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiffs' PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

57. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs are entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510, 512, 1194, 1197, beginning one (1) year preceding Plaintiffs sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226(a), two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558] and any unpaid wages.

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

58. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiffs and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: November 22, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP
CROSNER LEGAL, PC
MAHONEY LAW GROUP, APC
WILSHIRE LAW FIRM

By:



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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On November 22, 2024, I served the foregoing documents, described as:

PLAINTIFFS' FIRST AMENDED COMPLAINT

on all interested parties in this action addressed as follows:

ROGER M. MANSUKHANI rmansukhani@grsm.com EMMA R. HORNER ehorner@grsm.com GORDON REES SCULLY MANSUKHANI, LLP 633 West Fifth Street, 52nd floor Los Angeles, CA 90071	Attorneys for Defendant DOTHAN SECURITY, INC
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Through the following method(s):

- ☒ **(BY ELECTRONIC MAIL)** Pursuant to California Rules of Court Rule 2.251, Code of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I sent such document via electronic mail to the email address(es) listed above.
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California that aforementioned service information is true and correct.

Executed on November 22, 2024, at Beverly Hills, California.

/s/ Jasmine Estrada
Jasmine Estrada