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7 Julian Bane, Matthew Dixon, and Sheryl Parthel

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

11 BILL MEREWHUADER, an individual;
12 AMBER GILBERT, an individual; BRYAN
DEVRIES, an individual; JONATHAN
13 VALENZUELA, an individual; JUAN
ROSAS JR., an individual; JULIAN BANE,
14 an individual; MATTHEW DIXON, an
individual; and SHERYL PARTHEL, an
15 individual,

16 Plaintiff,

17 v.

18 MULHOLLAND SECURITY AND
PATROL, INC. dba THE CENTURION
19 GROUP, a California corporation; and DOES
1 through 10, inclusive,

20 Defendants.
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Electronically FILED by
Superior Court of California,
County of Los Angeles
9/18/2024 12:09 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Villchis-David, Deputy Clerk

Case No. **24STCV24149**

**PLAINTIFFS' REPRESENTATIVE
COMPLAINT UNDER PRIVATE
ATTORNEYS GENERAL ACT (LAB.
CODE §§ 2698, ET SEQ.)**

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PRAYER FOR RELIEF 10

1 Bill Merewhader, Amber Gilbert, Bryan Devries, Jonathan Valenzuela, Juan Rosas Jr.,
2 Julian Bane, Mathew Dixon, and Sheryl Parthel (collectively “Plaintiffs”) bring this action against
3 Mulholland Security and Patrol, Inc. dba The Centurion Group and Does 1 through 10, inclusive
4 (collectively, “Defendants”), and allege as follows:

5 **INTRODUCTION AND PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this representative action under the Private Attorneys General Act
7 (“PAGA”) to recover civil penalties owed to Plaintiffs, the State of California, and past and present
8 employees of Defendants employed at any time within the applicable statutory period.

9 2. Defendants own/owned and operate a business within the State of California,
10 including in Los Angeles County. As such, Defendants are subject to the California Labor Code
11 and Wage Orders issued by the Industrial Welfare Commission (“IWC”).

12 3. Despite these requirements, throughout the statutory period Defendants maintained
13 a systematic, company-wide policy and practice of:

- 14 a. Failing to pay employees for all hours worked, including all minimum
15 wages, and overtime wages in compliance with the Labor Code and IWC
16 Wage Orders;
- 17 b. Failing to provide employees with timely and duty-free meal periods in
18 compliance with the Labor Code and IWC Wage Orders, failing to maintain
19 accurate records of all meal periods taken or missed, and failing to pay an
20 additional hour’s pay for each workday a meal period violation occurred;
- 21 c. Failing to authorize and permit employees to take timely and duty-free rest
22 periods in compliance with the Labor Code and IWC Wage Orders, and
23 failing to pay an additional hour’s pay for each workday a rest period
24 violation occurred;
- 25 d. Willfully failing to pay employees all minimum wages, meal period
26 premium wages, and rest period premium wages due within the time period
27 specified by California law when employment terminates;
- 28

- 1 e. Failing to maintain accurate records of the hours that employees worked;
2 and
3 f. Failing to provide employees with accurate, itemized wage statements
4 containing all the information required by the Labor Code and IWC Wage
5 Orders.

6 4. Defendants were on actual and constructive notice of the improprieties alleged
7 herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as
8 alleged above, during all relevant times herein were willful and deliberate.

9 5. At all relevant times, Defendants were and are legally responsible for all of the
10 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
11 foregoing paragraphs as the employer of Plaintiffs. Further, Defendants are responsible for each of
12 the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

13 **THE PARTIES**

14 **A. Plaintiffs**

15 6. Plaintiff Bill Merewhader is an individual residing in the County of Santa Clarita,
16 California and worked for Defendants as a non-exempt post commander beginning May 5, 2022.

17 7. Plaintiff Amber Gilbert is an individual residing in the County of Los Angeles,
18 California and worked for Defendants as a non-exempt post commander beginning December 1,
19 2023.

20 8. Plaintiff Bryan Devries is an individual residing in the County of Santa Clarita,
21 California and worked for Defendants as a non-exempt post commander beginning November 14,
22 2022.

23 9. Plaintiff Jonathan Valenzuela is an individual residing in the County of Santa
24 Clarita, California and worked for Defendants as a non-exempt post commander from April 1,
25 2023 to October 1, 2023.

26 10. Plaintiff Juan Rosas Jr. is an individual residing in the County of Los Angeles,
27 California and worked for Defendants as a non-exempt post commander from March 22, 2022 to
28 May 31, 2024.

11. Plaintiff Julian Bane is an individual residing in the County of Santa Clarita, California and worked for Defendants as a non-exempt post commander from September 1, 2023 to April 14, 2024.

12. Plaintiff Mathew Dixon is an individual residing in the County of Los Angeles, California and worked for Defendants as a non-exempt post commander beginning April 12, 2024.

13. Plaintiff Sheryl Parthel is an individual residing in the County of Los Angeles, California and worked for Defendants as a non-exempt post commander beginning January 9, 2023.

14. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

15. Defendant Mulholland Security and Patrol, Inc. dba The Centurion Group (“Mulholland”) is:

- a. a California corporation with its principal place of business in the County of Los Angeles, California.
- b. a business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County.
- c. The current or former employer of Plaintiffs. Mulholland suffered and permitted Plaintiff to work and controlled their wages, hours, and working conditions.
- d. At all times mentioned herein, Defendants, and each of them, are and were doing business as The Centurion Group.

16. Plaintiffs are unaware of the true names and capacities of the defendants sued as Does 1 through 10, inclusive, and therefore sue these defendants by fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when the same have been ascertained. Plaintiffs are informed and believe that each of the fictitiously named defendants is

1 responsible in some manner for the occurrences herein alleged and that Plaintiffs' damages were
2 proximately caused by said defendants' conduct.

3 17. At all times mentioned herein, the defendants named as Does 1 through 10,
4 inclusive, and each of them, were residents of, doing business in, availed themselves of the
5 jurisdiction of, and/or injured a significant number of the Plaintiffs in the State of California.

6 18. Plaintiffs are informed and believe and thereon alleges that at all relevant times
7 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and
8 the other employees, and exercised control over their wages, hours, and working conditions.
9 Plaintiffs are informed and believe and thereon alleges that, at all relevant times, each defendant
10 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
11 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some
12 or all of the other defendants, and was engaged with some or all of the other defendants in a joint
13 enterprise for profit, and bore such other relationships to some or all of the other defendants so as
14 to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and
15 believe and thereon alleges that each defendant acted pursuant to and within the scope of the
16 relationships alleged above, that each defendant knew or should have known about, and
17 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
18 defendants.

19 **VENUE AND JURISDICTION**

20 19. The wrongful conduct alleged against Defendants occurred in the County of Los
21 Angeles, California. At all times relevant hereto, the conduct at issue was part of a continuous and
22 ongoing pattern of behavior.

23 20. This Court is the proper forum to adjudicate this action because the wrongful acts
24 that are the subject of this action occurred here and because Defendants now reside in its
25 jurisdictional area.

26 **ALLEGATIONS COMMON TO CAUSE OF ACTION**

27 21. During the statutory period, Defendants classified Plaintiffs as non-exempt from
28 California's overtime requirements, and paid Plaintiffs an hourly wage.

1 22. Throughout the statutory period, Defendants failed to pay Plaintiffs and other
2 aggrieved employees for all hours worked (including minimum wages), failed to provide Plaintiffs
3 and other aggrieved employees with uninterrupted meal periods, failed to authorize and permit
4 Plaintiffs and other aggrieved employees to take uninterrupted rest periods, failed to timely pay all
5 final wages to Plaintiffs and other aggrieved employees when Defendants terminated Plaintiffs'
6 employment, and failed to furnish accurate wage statements to Plaintiffs and other aggrieved
7 employees.

8 23. Throughout the statutory period, Defendants maintained a policy and practice of not
9 paying Plaintiffs and other aggrieved employees for all hours worked. Defendants failed to
10 incorporate all remuneration when calculating the correct rate of pay and meal and rest break
11 premium rate of pay, leading to underpayment to Plaintiffs and other aggrieved employees.

12 24. In maintaining a practice of not paying all wages owed, Defendants failed to
13 maintain accurate records of the hours Plaintiffs and other aggrieved employees worked.

14 25. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
15 and other aggrieved employees with legally compliant meal periods. Defendants sometimes, but
16 not always, required Plaintiffs to work in excess of five consecutive hours a day without providing
17 timely 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of
18 work, or without compensating Plaintiffs and other aggrieved employees for meal periods that
19 were not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did
20 not adequately inform Plaintiffs and other aggrieved employees of their right to take a meal period
21 by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth
22 hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to
23 Plaintiffs and other aggrieved employees in compliance with California law.

24 26. Throughout the statutory period, Defendants have wrongfully failed to authorize
25 and permit Plaintiffs and other aggrieved employees to take timely and duty-free rest periods.
26 Defendants always required Plaintiffs and other aggrieved employees to work in excess of four
27 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
28 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four

hours), or without compensating Plaintiffs and other aggrieved employees for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiffs of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and other aggrieved employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiffs and other aggrieved employees were taking their required rest periods.

27. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiffs and other aggrieved employees took rest periods during the middle of each work period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and other aggrieved employees to take rest periods in compliance with California law.

28. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs and other aggrieved employees during and at the conclusion of their employment all wages for all minimum wages, meal period premium wages, and rest period premium wages.

29. Throughout the statutory period, Defendants failed to furnish Plaintiffs and other aggrieved employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages earned for hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of Labor Code section 226, subdivision (a), the Plaintiffs suffered injury because, among other things:

- a. the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;

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- 1 b. the violations led them to believe that they had been paid the minimum,
2 meal period premium, and rest period premium wages, even though they had
3 not been;
- 4 c. the violations led them to believe they were not entitled to be paid
5 minimum, meal period premium, and rest period premium wages at the
6 correct California rate even though they were;
- 7 d. the violations led them to believe they had been paid minimum, overtime,
8 meal period premium, and rest period premium wages at the correct
9 California rate even though they had not been;
- 10 e. the violations hindered them from determining the amounts of minimum,
11 meal period premium, and rest period premium owed to them;
- 12 f. in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have
14 to perform mathematical computations to determine the amounts of wages
15 owed to them, computations they would not have to make if the wage
16 statements contained the required accurate information;
- 17 g. by understating the wages truly due them, the violations caused them to lose
18 entitlement and/or accrual of the full amount of Social Security, disability,
19 unemployment, and other governmental benefits; and
- 20 h. the wage statements inaccurately understated the wages, hours, and wage
21 rates to which Plaintiffs and other aggrieved employees were entitled, and
22 Plaintiffs were paid less than the wages and wage rates to which they were
23 entitled. As a result, Plaintiffs and other aggrieved employees are owed the
24 amounts provided for in Labor Code section 226, subdivision (e), including
25 actual damages.

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1 **FIRST CAUSE OF ACTION**

2 **Private Attorneys General Act (Lab. Code §§ 2698, *et seq.*)**

3 (Against All Defendants)

4 30. Plaintiffs incorporate all preceding paragraphs of this complaint as though set forth
5 fully herein.

6 31. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable Industrial Welfare Commission Orders.

8 32. Labor Code section 2699, subdivision (a) specifically provides for a private right of
9 action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision
10 of law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions, commissions,
12 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered
13 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
14 current or former employees pursuant to the procedures specified in Section 2699.3.”

15 33. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code
16 section 2699.3. On September 17, 2024, Plaintiffs gave written notice by filing with the Labor and
17 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
18 the Labor Code that Defendants have violated against Plaintiffs and current and former aggrieved
19 employees, including the facts and theories to support the violations. True and correct copies of
20 Plaintiffs’ PAGA notices are attached as **Exhibits A-H**. Plaintiffs’ PAGA case numbers are
21 LWDA-CM-1050981-24, LWDA-CM-1050983-24, LWDA-CM-1050985-24, LWDA-CM-
22 1050989-24, LWDA-CM-1050991-24, LWDA-CM-1050993-24, LWDA-CM-1050994-24, and
23 LWDA-CM-1050997-24.

24 34. At the time of this filing, the Labor and Workforce Development Agency has not
25 indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice.
26 If it does so, Plaintiffs will amend their complaint. Otherwise, Plaintiffs will pursue penalties
27 under Labor Code sections 2699 and 2699.3 for the violations of the Labor Code described in this
28

complaint. These penalties include, but are not limited to, penalties under Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

35. In addition, Plaintiffs seek penalties for Defendants' violation of Labor Code § 1174, subdivision (d). Pursuant to Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded.

36. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

37. During the time period of employment for Plaintiffs and the aggrieved employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods, and accurate records showing when employees begin and end each work period. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the aggrieved employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the aggrieved employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the aggrieved employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the aggrieved employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

38. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of themselves, the State of California, and similarly aggrieved

employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

39. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

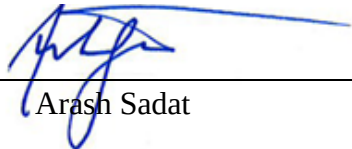
PRAYER FOR RELIEF

Plaintiffs, on behalf of the State of California, pray for relief and judgment against Defendants, jointly and severally, as follows:

- A. That the Court declare, adjudge and decree that Defendants violated the Labor Code by failing to pay minimum wages, failing to provide meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of hours worked and meal periods, failing to timely pay all wages to terminated employees, and failing to furnish accurate wage statements;
- B. For all civil penalties pursuant to Labor Code section 2699, *et seq.*, and all other applicable Labor Code provisions;
- C. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 2699;
- D. For such other and further relief as the Court may deem equitable and appropriate
- E. For any additional relief that the Court deems just and proper.

Dated: September 18, 2024

MILLS SADAT DOWLAT LLP

By: 

Arash Sadat

Attorneys for Plaintiffs
Bill Merewhader, Amber Gilbert, Bryan
Devries, Jonathan Valenzuela, Juan Rosas Jr.,
Julian Bane, Matthew Dixon, and Sheryl Parthel

EXHIBIT A

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Bill Merewhuader (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on May 5, 2022. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

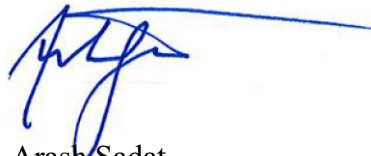
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

EXHIBIT B

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Amber Gilbert (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on December 1, 2023. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

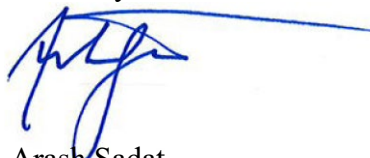
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

EXHIBIT C

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Bryan Devries (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on November 14, 2022. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

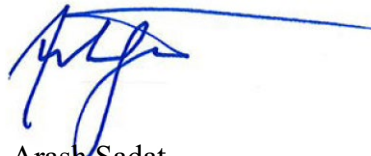
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

EXHIBIT D

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Julian Bane (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on September 1, 2023. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

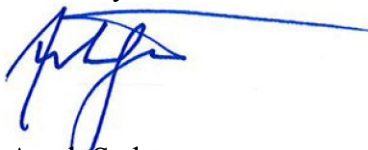
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

EXHIBIT E

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Juan Rosas Jr. (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on March 22, 2022. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

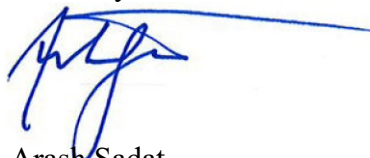
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

EXHIBIT F

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Jonathan Valenzuela (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on April 1, 2023. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

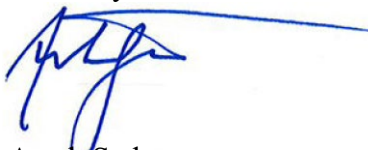
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

EXHIBIT G

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Mathew Dixon (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on April 12, 2024. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

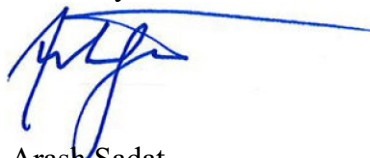
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

EXHIBIT H

September 17, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mulholland Security and Patrol, Inc.
Attn: Human Resources/Legal Department
11454 San Vicente Blvd.
Los Angeles, CA 90049

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Sheryl Parthel (“Plaintiff”) and all other aggrieved employees who intend to file an action against Mulholland Security and Patrol, Inc. (“Defendant” or “Mulholland”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

Facts and Theories in Support of Violations

Defendant provides security services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on January 9, 2023. Plaintiff worked as a post commander.

//

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel did not receive premium pay for missed, interrupted, and late meal and rest breaks and were not compensated for their work during such breaks. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation

mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

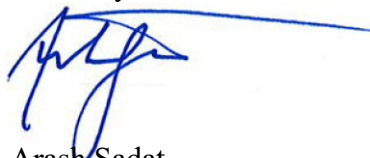
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to sections 201-204 [failure to pay all wages upon termination], 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 512 [failure to provide meal breaks], and 558 [unpaid wages penalties].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat