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January 30, 2025

Via Email Submission Only

Labor and Workforce Development Agency
Attn. PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, California 90013

Via Certified Mail.
(Return Receipt Requested)

CSC-Lawyers Incorporating Service, Agent of Service of Process
Universal Protection Service, LP
2710 Gateway Oaks Drive
Sacramento, California 95833

Via Certified Mail.
(Return Receipt Requested)

Zardale Ward, Agent of Service of Process
Allied Universal Security Services Universal Protection Service LPP
113 Sunridge Street
Playa Del Rey, California 90293

PRIVATE ATTORNEY GENERAL ACT NOTICE

Re: ***NOTICE PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2699.3 ("PAGA")
RE: UNIVERSAL PROTECTION SERVICE, LP AND ALLIED UNIVERSAL
SECURITY SERVICES UNIVERSAL PROTECTION SERVICE LPP.***

Dear Sir or Madam:

This firm represents Aaron Joseph Frederick Coleman ("Plaintiff") who was previous employees of *Universal Protection Service, LP* and *Allied Universal Security Services Universal Protection Service LPP* (collectively "Defendants.") Pursuant to California Labor Code § 2699.3(a), we are providing written notice that Defendants are in violation of various provisions of the California Labor Code (including under California Labor Code § 558.1.) Plaintiff intend on filing a complaint under PAGA against Defendants in Superior Court pursuant to California Labor Code §

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2699 (as well as class action claims) on behalf of Plaintiff's self and all non-exempt and/or hourly employees who worked for Defendants in California within the relevant time period ("Aggrieved Employees.") Defendants are in the business of professional security services, including but not limited by security personnel and technology.

Plaintiff began his work for Defendants on or about August 1, 2023, and his employment was terminated on or about January 30, 2024, as a security guard. Plaintiff experienced missed, late, and interrupted meal periods and rest breaks during his tenure with Defendants. Further, Plaintiff was not paid his proper overtime when he worked over 40 hours in a week. Plaintiff also has claims for unreimbursed business expenses as Plaintiff was required to purchase work tools such as boots and a belt, as well as use his personal vehicle when the provided vehicle was not available, for use of work.

Plaintiff encountered disruptions in his meal periods when Plaintiff was the sole guard available on his shifts, leading to incomplete relief from duties or the inability to exit the premises during Plaintiff's meal period. Furthermore, Plaintiff frequently worked extended shifts, occasionally requiring Plaintiff to remain on-site after clocking out to await the arrival of the next scheduled guard. In several instances, Plaintiff was forced to assume the responsibilities of another guard who failed to report for duty, necessitating Plaintiff to cover additional shifts and incur overtime.

Plaintiff did not receive compensatory pay for missed meals or rest breaks, nor for working shifts exceeding 8 hours or 40 hours per week, failing to receive appropriate overtime compensation. Further, Plaintiff was advised that he would receive an extra dollar when he worked the night shift at Defendants, however, the promised additional dollar was not provided to Plaintiff. Due to the lack of payment of overtime and meal period premiums, Plaintiff made complaints to Defendants regarding the missing payments and violations.

Further, Plaintiff purchased boots and a belt for his security duties, incurring personal expenses to meet the requirements of his role. Plaintiff also utilized his personal vehicle for security rounds when the designated golf cart from Defendants was unavailable, covering an estimated distance of 20 miles. Plaintiff was not reimbursed for these expenses.

During the relevant time period, Defendants did not provide compliant meal periods and did not authorize and permit lawful rest breaks for Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees regularly worked in excess of five (5) hours a day without being provided at least half hour meal periods prior to the start of the fifth hour in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and the Wage Order. This was done by, among other things, Defendants exercising control over meal periods or causing meal periods to be late, interrupted, cut short or missed altogether. In fact, they were regularly required to work through all or part of their meal periods. The above items include not being provided a compliant second meal period for shifts worked over 10 hours as well. Moreover, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for instances where Defendants failed



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to provide the Aggrieved Employees the opportunity to take a compliant first and/or second meal period.

Additionally, Plaintiff and other Aggrieved Employees regularly worked in excess of four (4) hours or major fraction thereof during workdays without being provided at least a ten (10) minute rest period in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512 and the Wage Order. This again includes exerting control over Aggrieved Employees during their rest breaks. Despite this, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for the numerous instances where Defendants failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours, second a rest break for shifts of more than 6 hours, or a third rest break for shifts in excess of 10 hours. Simply, Defendants failed to make available to the Aggrieved Employees proper rest breaks in compliance with California law.

Furthermore, by making Plaintiff and Aggrieved Employees work through all or part of their meal periods but still deducting this time from their pay, Defendants has failed to pay all wages due (including minimum wage and the resulting liquidated damages) in violation of, among other things, California Labor Code §§ 204, 210, 558 1194, 1194.2, 1197 and 1197.1 and 1198. Additionally, based on the hours worked, this extra time would be overtime, resulting in a violation of California Labor Code § 510 as well. That is in addition to the fact that Defendants did not pay overtime for all hours worked over 8 hours in a day or 40 in a week. However, that is not the only overtime violation. Plaintiff and Aggrieved Employees were often required to stay after their shift to wait for the next employee to come in and were often forced to cover the next shift if the employee does not show up. This affects not just the rate owed for the overtime hours that were paid, but also the above overtime hours owed when they were required to work off the clock.

Additionally, Plaintiff and Aggrieved Employees were required to purchase work related items such as boots and belts as well as use their own personal vehicles when the golf cart provided by Defendants is not available. Yet they were not provided any reimbursement for the purchase of work related tools and mileage. As a result, Defendants violated California Labor Code § 2802.

Defendants failed to maintain records as required under California Labor Code §§ 226, 226.2, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each meal period, California Labor Code § 248 and 248.6; and accurate itemized statements.

Defendants knew they were not providing their non-exempt employees with proper meal and rest periods, but knowingly failed to include in the wage statements one (1) extra hour of compensation for each missed meal and rest period. Additionally, Defendants required non-exempt employees to work off the clock and intentionally failed to compensate them for this time. Defendants also illegally and inaccurately recorded the time in which Plaintiff and Aggrieved Employees and/or failed to maintain records of all hours worked by Plaintiff and Aggrieved Employees. In other words, Defendants failed to maintain records relating to hours worked and



meal periods taken by Plaintiff and Aggrieved Employees and compensated Plaintiff and Aggrieved Employees based upon their work schedule and not the hours worked by Plaintiff and Aggrieved Employees. The time records reflect Defendants' work schedules for Plaintiff and Aggrieved Employees and not the actual hours worked.

Due to the above actions, Defendants failed to record hours and meal periods in violation of, among others, California Labor Code § 1174 and the Industrial Wage Order. Defendants also failed to maintain accurate payroll records as required by California Labor Code §§ 226, 226.3 and 1198, as well as the Industrial Wage Order. Furthermore, Defendants failed to provide accurate itemized wage statements in violation of California Labor Code § 226 and 226.3 including, among other things, that they did not list the accurate gross and net wages earned, hours worked and applicable rates, and did not include meal period and rest break premiums.

Lastly, due to the above violations, Aggrieved Employees who are no longer employed by Defendants were not paid all wages owed at the end of their employment in violation of, among other things, California Labor Code §§ 201-203, 204 and 558.

Therefore, Defendants is in violation of California Labor Code § 2699.5 including but not limited to the following¹:

1. California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
2. California Labor Code §§ 226.7 (Unpaid Rest Break Premiums);

¹Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes, each of the following, as is set forth in California Labor Code Section 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

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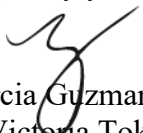
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3. California Labor Code § 226(a) and 226.3(Non-compliant Wage Statements);
4. California Labor Code §§ 1198 (Standard Conditions of Labor);
5. California Labor Code §§ 1174, Industrial Wage Order (Failure to Maintain Records);
6. California Labor Code §§ 2802 (Failure to Reimburse Business Expenses);
7. California Labor Code §§ 201, 202 and 203, (Wages Not Timely Paid Upon Termination);
8. California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (Unpaid Minimum Wages);
9. California Labor Code §§ 510 and 1198 (Unpaid Overtime)
10. California Labor Code §§ 204, 210, and 558 (Failure to Pay All Wages).

Pursuant to California Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants' agent for service and Defendants by certified mail.

Please contact me directly if you have any questions or wish to discuss this matter further. I can be reached through email at marcia@guzmanandtokar.com or you may call our office at (626) 427-7128.

Very truly yours,


Marcia Guzman, Esq.
/s/ Victoria Tokar, Esq.

MG/ga/ah
CC: Aaron Joseph Frederick Coleman

