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May 16, 2025

VIA ELECTRONIC TRANSMISSION

California Labor and Workforce Development Agency
<https://dir.tfaforms.net/128>

RE: DUFF L. FINLAY vs. UNIVERSAL PROTECTION SERVICE, LP, ET AL.

LABOR CODE §2699.3(a)(1a) NOTICE OF LABOR LAW VIOLATIONS

To the Labor and Workforce Development Agency:

This correspondence shall serve as Duff Finlay's (hereinafter referred to as "Claimant") Private Attorneys General Act (PAGA) Notice, codified in Labor Code §2699.3(a)(1a), setting forth the violations of the California Labor Code to which he and his similarly situated aggrieved employees (collectively the "Aggrieved Employees") were subject to as a result of the unlawful labor policies and practices of their employer, Universal Protection Service, LP, and its successor, Allied Universal Security Services Universal Protection Service LPP, a California corporation, implemented and enforced by its owners, directors, officers, and managing agents - the specific identities of which have yet to be determined. (hereinafter referred to collectively as "Universal-Allied").

Within the last year, Mr. Finlay and his fellow Aggrieved Employees were employed by Universal-Allied which provides staffed security services throughout the State of California. The Aggrieved Employees were not exempt managerial, administrative, or professional employees. Mr. Finlay, in particular, worked as a security guard at two residential locations serviced by Universal-Allied in the cities of Canyon Lake and Corona, California.

As detailed herein below, while in Universal-Allied's employ, the Aggrieved Employees experienced one or more violations of the California Labor Code by said businesses, and potentially other entities/individuals (whose exact identities have yet to be confirmed).

Once vested with the statutory authority, my office will assert a cause of action pursuant to *Labor Code* § 2698 on behalf of the Aggrieved Employees against Universal-Allied, collectively, and individually.

SPECIFIC PROVISIONS OF LABOR CODES VIOLATED BY UNIVERSAL-ALLIED

Pursuant to this correspondence, notice is hereby given that the Aggrieved Employees intend to pursue claims against Universal-Allied for said employer's violations of the *California Labor Code*, including, but not limited to, the following: 200-204, 206.5, 218, 226, 226.7, 245-9, 510, 512, 558, 1182.12, 1197, 1198, and 2802, et seq.

At all times relevant hereto, Labor Code § 200 defined “wages” as including all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

At all times relevant hereto, Labor Code § 201 provided that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant hereto, Labor Code § 202 provided that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant hereto, Labor Code § 203 provided that an employer who willfully fails to pay, without abatement or reduction, in accordance with Sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.”

Within the last year, *Labor Code* § 204 provided that “all wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

Within the last year, *Labor Code* § 218 provided, “...Nothing in this article shall limit the right of any wage Claimants to sue directly or through an assignee for any wages or penalty due him under this article.”

Within the last year, *Labor Code* § 510 provided for payment of a minimum wage regardless of the number of hours worked; plus one and one-half (1 ½) times each employee's regular rate of pay for all work over eight (8) hours in any workday, forty (40) hours in any workweek, or the first 8 hours of the seventh consecutive day of work; as well as double their regular rate of pay for work in excess of twelve hours per day or in excess of eight hours on the seventh consecutive day of any work week.

Within the last year, *Labor Code* § 558 provided, “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$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. (2) For each subsequent violation, 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. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

Within the last year, *Labor Code* § 1182.12(b)(1)(f) required that, “Notwithstanding any other provision of this part...(f) or any employer who employs 26 or more employees, the minimum wage shall be as follows:...(F) From January 1, 2022, and until adjusted by subdivision (c)-fifteen dollars (\$15) per hour.”

Within the last year, *Labor Code* § 1182.12(b)(3), provided, “For purposes of this subdivision, “employer” means any person who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person.”

Within the last year, *Labor Code* § 1194 provided, “(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of the minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit....”

Within the last year, pursuant to *Labor Code* §§ 1197 and 1198, it was unlawful to pay less than the wage established by law or to employ persons in excess of the hours fixed by the Industrial Welfare Commission ("IWC") or under conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg., Division 1 (the "Wage Order").

UNIVERSAL-ALLIED’S VIOLATIONS OF THE CALIFORNIA LABOR CODE RE: TIME WORKED AND WAGES EARNED

Universal-Allied, by and through their systematic policies and practices, violated the *California Labor Code*, including, but not limited to those provisions identified herein, by: failing to pay the Aggrieved Employees for all the time worked as a result of Universal-Allied clocking out for purported meal period and, yet, continue to work; and causing the Aggrieved Employees to work “off the clock” to complete their job duties. Universal-Allied’s unlawful failure to document all hours worked substantially reduced the earned hours worked for which the Aggrieved Employees received compensation, as well as improperly changed payment of hours that should have been compensated at an overtime rate to wages calculated at their regular rate of pay. Universal-Allied unlawfully failed, refused and continue to fail and refuse to pay compensation for all hours worked by the Aggrieved Employees at their regular rate of pay.

Moreover, during their employment with Universal-Allied, the Aggrieved Employees performed work without being paid the required overtime wage under *Labor Code* § 510. In particular, the Aggrieved Employees performed work in excess of eight hours per day, forty hours per week, and/or the first eight hours of work on a seventh consecutive day, as well as double their regular rate of pay for work in excess of twelve hours per day or in excess of eight hours on the seventh consecutive day of work, without being paid the required overtime wages under California law, including, but not limited to, the Wage Order and *Labor Code* §§ 510, 512. Universal-Allied unlawfully failed, refused and continue to fail and refuse to pay the Aggrieved Employees one and one-half times their regular rate of pay for hours worked in excess of 8 hours in a given day, 40 hours in a given seven-day period, in addition to the first 8 hours of the seventh consecutive day of work; as well as double their regular rate of pay for work in excess of twelve hours per day, or in excess of eight hours on the seventh consecutive day of work.

At all times pertinent hereto, *Labor Code* § 226 provided in pertinent part:

“(a) An employer, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

(b) An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) [i.e. wage statements] shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer. The employer may take reasonable steps to assure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

(c) An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.”

UNIVERSAL-ALLIED’S VIOLATIONS OF THE CALIFORNIA LABOR CODE RE: WAGE STATEMENTS

Universal-Allied failed to provide to the Aggrieved Employees an itemized statement in writing that complied with Labor Code § 226, including, but not limited to, the following: failing to identify the correct name and address of the legal entity that was and is the employer of the Aggrieved Employees¹; failing to accurately report the total number of hours actually worked by the Aggrieved Employees; failing to accurately record all earned overtime; failing to list the applicable hourly rate in effect during the pay period and accurately record the corresponding number of hours worked at each hourly rate by the Aggrieved Employees, and failing to record rest period and meal period Labor Code Sec. 226.7 premium compensation to which the Aggrieved Employees are entitled.

¹ The wage statements provided the Aggrieved Employees identify the name and address of the legal entity which is their employer as "Universal Protection Service, LP dba Allied Universal Security Services, 161 Washington Street, Suite 600, Eight Tower Bridge, Conshohocken, PA 19428." Said entity is not a legally recognized/organized entity. Further, as of June 17, 2022, the California Secretary of State records identify the employer as “Allied Universal Security Services Universal Protection Service LPP (5123850)”, a California corporation, with a principal address of 113 Sunridge St., Playa Del Ray, CA 90293.

Within the last year, 8 Cal. Code Reg. ("CCR") § 11070 (Industrial Welfare Commission, Industry and Occupation Orders, Wage Order (the "Wage Order"), which applies to non-exempt employees, in general, and the Aggrieved Employees employed by Universal-Allied specifically, required that each non-exempt employee working at least 3.5 hours must be given a paid rest period of not less than ten consecutive minutes, uninterrupted, where the employee is relieved of all duties; a second rest period of not less than ten consecutive minutes must be given to each non-exempt employee working at least six hours in any given workday; and a third rest period for shifts in excess of ten hours.

Within the last year, *Labor Code* §226.7, provided that an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission. For each non-exempt employee who was not permitted to take a valid rest period, or provided a valid meal period, mandated thereunder, must be paid one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Within the last year, *Labor Code* § 512 required that each employee working at least five hours must be given a paid or unpaid meal period of not less than thirty consecutive minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal period of not less than thirty consecutive minutes, uninterrupted, be given to each employee working at least ten hours in any given workday.

Within the last year, *Labor Code* § 558 provided, in pertinent part, "Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$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. (2) For each subsequent violation, 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. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

Within the last year, pursuant to *Labor Code* §§ 1197 and 1198, it was unlawful to pay less than the wage established by law or to employ persons in excess of the hours fixed by the Industrial Welfare Commission ("IWC") or under conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg., Division 1 (the "IWC Wage Order").

UNIVERSAL-ALLIED'S VIOLATIONS OF THE CALIFORNIA LABOR CODE RE: REST PERIODS, MEAL PERIODS, AND PREMIUM COMPENSATION

Within the last year, Universal-Allied promulgated and enforced policies and practices whereby the Aggrieved Employees regularly worked shifts in excess of four hours without being permitted the opportunity to take a paid rest period of at least ten (10) consecutive minutes, uninterrupted, relieved of all job duties, and worked more than six (6) hours at a time without being allowed a second paid ten (10) consecutive minute, uninterrupted, rest period, relieved of all job duties. None of the Aggrieved Employees has ever been paid their earned compensation for work performed by them during the rest

period to which they were entitled, yet not provided the opportunity to take, as well as additional monies required under *Labor Code* § 226.7. Instead, Universal-Allied has unlawfully failed and refused and continue to fail and refuse to pay monies to the Aggrieved Employees for labor performed during the rest periods which Universal-Allied refused to permit the Aggrieved Employees opportunity to take.

Further, Universal-Allied has promulgated and enforced policies and practices under which the Aggrieved Employees regularly worked more than five (5) hours at a time without being permitted the opportunity to take a meal period of at least thirty (30) consecutive minutes, uninterrupted, relieved of all job duties, and worked more than ten (10) hours at a time without being allowed a second thirty (30) consecutive minute, uninterrupted, meal period, relieved of all job duties.

The nature of the work performed by the Aggrieved Employees did not prevent them from being relieved of all job duties. The Aggrieved Employees have never been paid their earned compensation for work they performed during the meal period to which they were entitled, yet not provided the opportunity to take, as well as additional monies required under *Labor Code* § 226.7. Instead, Universal-Allied unlawfully failed, refused and continues to fail and refuse to pay monies to the Aggrieved Employees for labor performed during the meal periods which Universal-Allied refused to provide the Aggrieved Employees the opportunity to take.

Within the last year, California law, including, but not limited to, *Labor Code* § 204 provided that all wages, other than those mentioned in *Labor Code* § 201, 202, 204.1, or 204.2, earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

UNIVERSAL-ALLIED'S VIOLATIONS OF THE CALIFORNIA LABOR CODE RE: FAILURE TO TIMELY PAY ALL EARNED WAGES

Universal-Allied failed to timely tender the Aggrieved Employees all of their earned minimum and regular wages, overtime wages, and *Labor Code* § 226.7 compensation, earned by the Aggrieved Employees, in accordance with California law, including, but not limited to, *Labor Code* § 204, such that labor performed between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following month.

As a consequence of Universal-Allied' failure to timely tender the Aggrieved Employees all of their earned minimum and regular wages, overtime wages, and *Labor Code* § 226.7 compensation, the Aggrieved Employees were deprived of the timely receipt of their earned wages and other compensation and, as a result thereof, were deprived of the interest and monetary appreciation that would accrue on said monies - financial growth which Universal-Allied were afforded the opportunity to realize as a

consequence of their unlawful and unfair withholding of said wages and compensation earned by, and due and owing, the Aggrieved Employees.

To date, as set forth in detail above, Universal-Allied has failed to pay the Aggrieved Employees all of their earned minimum, regular-rate, and overtime wages, *Labor Code* §226.7 compensation, the accrued interest thereon, and failed to remit the *Labor Code* § 558 penalties to be imposed as a consequence of said violations of the *California Labor Code*.

Within the last year, *Labor Code* § 201 provided that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

Within the last year, *Labor Code* § 202 provided that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

Within the last year, *Labor Code* § 203 provided that an employer who willfully fails to pay, without abatement or reduction, in accordance with *Labor Code* §§ 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the daily wages of the employee shall continue as a penalty from the due date thereof at the same daily rate until paid or until an action therefore is commenced up to, but not more than thirty (30) days.

UNIVERSAL-ALLIED'S VIOLATIONS OF THE CALIFORNIA LABOR CODE RE: FAILURE TO TIMELY PAY ALL EARNED WAGES UPON TERMINATION OF EMPLOYMENT

Within the last year, the Aggrieved Employees' employment relationship with Universal-Allied was terminated without Universal-Allied paying all wages, compensation and benefits due the Aggrieved Employees in the time period prescribed by the *Labor Code*. The Aggrieved Employees have been available and ready to receive wages, compensation and benefits owed to them. The Aggrieved Employees have not refused to receive any payment, nor have the Aggrieved Employees been absent from their regular place of residence to receive the wages, compensation and benefits due and owing them by Universal-Allied. Universal-Allied failure to pay the Aggrieved Employees their wages, compensation and benefits due and owing, as set forth in detail herein, was willful. Universal-Allied has knowingly refused to pay the Aggrieved Employees all of the wages, compensation, and benefits due and owing the Aggrieved Employees.

Within the last year, *Labor Code* § 206.5 provided in pertinent part: “(a) An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor. (b) For purposes of this section, execution of a release includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false.”

**UNIVERSAL-ALLIED'S VIOLATIONS OF THE CALIFORNIA LABOR CODE RE:
UNLAWFUL MANDATE TO EXECUTE FALSE STATEMENT OF HOURS WORKED**

Universal-Allied had a uniform policy and practice to violate *Labor Code* §206.5 by, inter alia: requiring the Aggrieved Employees to execute a statement of the hours he worked during the pay period which Universal-Allied knew to be false. Said statement did not accurately denote all hours worked Aggrieved Employees, including, but not limited to: not accurately recording, time from the hours worked by the Aggrieved Employees despite the fact that they continued to work during said period so deducted and/or not recorded; not recording all overtime and minimum wage hours worked; not recording off the-clock hours; not recording rest period that Universal-Allied did not permit the Aggrieved Employees to take; not recording meal periods that Universal-Allied did not provide the Aggrieved Employees; and deducting time for meal periods that were not provided the Aggrieved Employees.

Within the last year, California law, including, but not limited to, *Labor Code* § 2802, provided in pertinent part: “(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

**UNIVERSAL-ALLIED' VIOLATIONS OF THE CALIFORNIA LABOR CODE RE: FAILURE
TO REIMBURSE FOR ALL WORK- RELATED EXPENSES**

Universal-Allied violated, and are continuing to violate California law, including, but not limited to, the Wage Order and *Labor Code* § 2802, by failing to reimburse the Aggrieved Employees all of their employment-related expenses, including, but not limited to, not reimbursing the Aggrieved Employees for the cost of equipment and tools (including, without limitation, personal cell phones utilized by Universal-Allied to communicate, supervise, direct, and control the Aggrieved Employees) necessary for discharging their duties as employees for Universal-Allied.

Once vested with the statutory authority, Mr. Finlay, on behalf of himself and other similarly situated Aggrieved Employees, will pursue an action, pursuant to *Labor Code* §2698, et seq. against Universal-Allied for their violations of the above-referenced *Labor Code* provisions.

Should the California Labor and Workforce Development Agency have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact my office.

Sincerely,



ROBERT W. SKRIPKO, JR.

Attn: California Labor and Workforce Development Agency – PAGA Administrator
RE: DUFFY FINLAY vs. UNIVERSAL PROTECTION SERVICES, LP., ET AL
May 16, 2025
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VIA CERTIFIED U.S. MAIL

UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES 161 Washington Street, Suite 600, Eight Tower Bridge Conshohocken, PA 19428	ALLIED UNIVERSAL SECURITY SERVICES UNIVERSAL PROTECTION SERVICE LPP Agent For Service: Zardale Ward 113 Sunridge St. Playa Del Ray, CA 90293
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