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Transmitted via Online Upload

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

California Division of Occupational Health and Safety
1515 Clay Street, Suite 1901
Oakland, CA 94612

RE: Tyrone Wills v. Good Guard Security, Inc. and Halmand Tabibzada

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that Tyrone Wills ("Mr. Wills"), on behalf of himself and all others similarly situated, intends to assert the legal rights granted to him under the Private Attorneys General Act (the "Act"), as set forth in California Labor Code ("Labor Code") §§ 2698 *et seq.* This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process for Good Guard Security, Inc. and Halmand Tabibzada ("Good Guard Security") via certified mail. This correspondence will also be submitted to the California Division of Occupational Health and Safety. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Mr. Wills is complying with the Act's statutory notice requirements.

Factual Statement and Theories of Liability

Mr. Wills has been employed by Good Guard Security as a non-exempt hourly employee since approximately July 4, 2020. Throughout his employment, Mr. Wills has been assigned to work as a Security Officer at various locations primarily in and/or around Los Angeles, California.

As a Security Officer, Mr. Wills' primary responsibilities include patrolling and monitoring the premises to detect and report any irregularities, checking surveillance equipment, assisting others, staying alert for robberies, ensuring the safety of everyone at the location, removing or restraining those who pose a

threat, assisting during emergencies, and contacting law enforcement when required, among other duties.

Good Guard Security, Inc. is a California corporation that does business in California. Specifically, it is in the business of providing services in the security industry. See <https://www.goodguardsecurity.com>.

Halmand Tabibzada is believed to have incorporated Good Guard Security, Inc. and is also believed to have been the Chief Executive Officer, Director, and Secretary of Good Guard Security, Inc. during Mr. Wills' employment. Mr. Tabibzada is believed to have been employed by Good Guard Security, Inc. and is alleged to have acted on behalf of Good Guard Security, Inc. and/or to have acted individually or as an officer, agent, or employee of Good Guard Security, Inc. Therefore, Mr. Tabibzada may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Mr. Wills asserts that he and other individuals currently or formerly employed by Good Guard Security in the state of California as non-exempt Security Officers and/or other similar positions engaged in similar work (collectively referred to herein as "Security Officers"), were subject to the same and/or similar policies, practices, guidelines, procedures and/or culture described herein. Mr. Wills further asserts that he and all other Security Officers have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Mr. Wills and all other current or former Security Officers who were employed by Good Guard Security in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with Good Guard Security that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Mr. Wills reserves his right to assert any and all related facts, claims and/or theories discovered after the sending of this correspondence on behalf of himself and the current or former Security Officers that he seeks to represent against Good Guard Security and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of Good Guard Security, as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including Good Guard Security, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of Good Guard Security. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.

I. Good Guard Security Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001, subdiv. 4. Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001, subdiv. 20(A).

Mr. Wills asserts that as a policy, practice, guideline, procedure and/or culture Good Guard Security does not properly compensate Security Officers for all hours worked. Mr. Wills contends that Good Guard Security required him and other Security Officers to perform work on behalf of Good Guard Security without compensation. As a policy, practice, guideline, procedure and/or culture, Good Guard Security requires Security Officers to clock-in and out of their job using a dispatch number and/or "Silver Track" phone application and/or handwritten time sheets. Mr. Wills asserts that Good Guard Security has a policy, practice, guideline, procedure and/or culture of editing Security Officers' clock-in and clock-out records so that they do not receive the minimum, overtime and/or double time compensation they are entitled to. As such, Good Guard Security regularly shaves and/or shortens Security Officers' hours worked.

Moreover, Good Guard Security also fails to provide its Security Officers with wage statements and/or pay stubs to show the hours worked and/or the hourly rate. Instead, Good Guard Security issues its Security Officers handwritten personal checks with no wage statement or pay stub attached.

As such, Good Guard Security does not compensate its Security Officers for all time worked as required by California law.

Mr. Wills also contends that as a policy, practice, guideline, procedure and/or culture, Good Guard Security regularly requires Security Officers to work more than 12 hours per day and/or 40 hours per week without being paid the appropriate overtime and/or double time. Instead, Security Guards are paid straight time/flat hourly rate regardless of working overtime hours. Because Good Guard Security failed to appropriately pay overtime and/or overtime compensation to Security Officers who worked more than 8 hours per day

and/or 40 hours per week, Good Guard Security did not pay its Security Officers in accordance with California law.

Additionally, Mr. Wills alleges that Good Guard Security fails to timely pay all earned wages. For instance, the paychecks Mr. Wills and other Security Officers receive from Good Guard Security do not include compensation for all hours worked and are often late, as described herein. Mr. Wills asserts that despite notifying Good Guard Security of the error, Good Guard Security did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Mr. Wills asserts that Good Guard Security engaged in conduct that violated California law by failing to compensate him and other Security Officers appropriately.

II. Good Guard Security Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001

Labor Code § 512 states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.” Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee's fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve its employees of all work and work-related responsibilities during the entirety of the legally required meal periods. *Id.* at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage its employees from taking uninterrupted, work-free meal periods. *Id.* An employee who is required to perform any work-related task at any point during his or her meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a legally compliant meal period was not provided. Labor Code § 226.7; IWC Wage Order No. 4-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure and/or culture, Good Guard Security regularly requires Security Officers to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Security Officers, such as Mr. Wills, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were

free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though Security Officers often worked more than 10 hours in a day, Good Guard Security failed to provide them with a second meal period of at least thirty minutes.

Mr. Wills asserts that the demanding work schedule assigned to Security Officers, and the requirement to remain at their posts at all times and not leave the posts unattended, did not allow time for legally compliant meal periods. Moreover, Mr. Wills alleges that as a policy, practice, guideline, procedure and/or culture Good Guard Security does not schedule any meal periods for its Security Officers. In addition, Good Guard Security failed to provide any relief for Security Officers to be able to take legally compliant breaks.

Mr. Wills therefore contends that Good Guard Security has a policy, practice, guideline, procedure and/or culture that requires Security Officers to engage in their job duties for the entire duration of their work shift, such as monitoring the premises, remaining at the assigned posts, assisting others, responding to security calls/messages and often driving between various work locations. As a result, Security Officers are not provided with legally compliant meal periods.

Mr. Wills asserts that on a rare occasion when he and other Security Officers are provided with a meal period, the meal periods are often late, short or interrupted. Mr. Wills contends that this is due in part to Good Guard Security's requirement that its Security Officers be readily available to perform their work duties during meal periods and not leave their posts unattended, as described herein.

Mr. Wills also contends that Good Guard Security requires Security Officers to carry a phone for the entire duration of their work shift, including during meal periods. Security Officers were also expected to be readily available to perform work on behalf of Good Guard Security during meal periods, such as by responding to calls and/or messages. As a result, Security Officers were not provided with meal periods that were free from work or interruption.

As a result, Security Officers were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its Security Officers, Good Guard Security compelled, encouraged and/or otherwise directed its Security Officers to work through their meal periods.

Mr. Wills further contends that Good Guard Security does not have a procedure for Security Officers to document non-compliant meal periods. As a result, Good Guard Security does not compensate Security Officers for non-compliant meal periods.

Based on the foregoing, Mr. Wills contends Good Guard Security has failed to comply with its meal period obligations under California law by not providing

Security Officers with legally compliant meal periods or compensation in lieu thereof.

III. Good Guard Security Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001

IWC Wage Order No. 4-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off-duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy*, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Mr. Wills and other Security Officers employed by Good Guard Security typically work more than 4 hours per workday. However, Mr. Wills alleges that as a policy, practice, guideline, procedure and/or culture, Good Guard Security regularly fails to authorize and permit Security Officers to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Mr. Wills contends he and other Security Officers were denied legal rest periods largely due to Good Guard Security's requirement that Security Officers are to be present at their posts, assist others at the location, respond to security calls/messages, and otherwise be readily available to perform their work duties at all times, as discussed herein. In addition, Mr. Wills alleges that Good Guard Security fails to schedule enough Security Officers so that Mr. Wills and other Security Officers could be relieved from their posts to take their meal and rest periods.

Mr. Wills further asserts that Good Guard Security does not have a policy, practice, guideline, procedure and/or culture for Security Officers to record non-compliant rest periods and/or fails to compensate Security Officers the required rest period premium for non-compliant rest periods.

Good Guard Security's conduct thus constitutes a violation of California law.

IV. Good Guard Security Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or her employment, the employee's wages are due

and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/her intention to quit, then the employee is entitled to his/her wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. *Id.*

Mr. Wills contends that Good Guard Security has a policy, practice, guideline and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, Good Guard Security failed to compensate Security Officers for all hours worked, failed to pay the appropriate overtime wages to Security Officers for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Security Officers for non-compliant meal and/or rest periods.

Mr. Wills therefore contends that Good Guard Security failed to pay all wages owed to former Security Officers who separated from Good Guard Security within the statutory period in violation of California law.

V. Good Guard Security Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.

California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. *Id.*

Mr. Wills alleges that Good Guard Security has a policy, practice, guideline, procedure and/or culture of failing to provide Security Officers with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Mr. Wills further alleges that Good Guard Security also failed to provide Security Officers with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of Good Guard Security's failure to account for all time worked.

Mr. Wills also contends that Good Guard Security has a policy, practice, procedure, guideline and/or culture of failing to provide written notice to Security Officers of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages.

Accordingly, Good Guard Security has failed to comply with California law.

VI. Good Guard Security Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate..." See also IWC Wage Order No. 4-2001, subdiv. 7(A).

Mr. Wills alleges that Good Guard Security provided him and other Security Officers with handwritten personal checks only, with no wage statements and/or pay stubs attached.

As such, Good Guard Security failed to comply with Labor Code § 226 because they failed to provide Mr. Wills and other current or former Security Officers with any legally compliant wage statements. Mr. Wills contends that Good Guard Security failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Good Guard Security's failure to compensate Security Officers for all time worked, failure to pay the appropriate overtime compensation to Security Officers for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages to Security Officers for non-compliant meal and/or rest periods, as discussed herein.

Good Guard Security also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time and/or the name of the legal entity that employed the Security Officers in violation of California law.

During the statutory period, Good Guard Security thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Security Officers.

VII. Good Guard Security Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001

Labor Code § 1174 requires every employer to "keep a recording showing the names and addresses of all employees employed..." Labor Code § 1174 further requires "[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three

years. *Id.* An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001, subdvs. 7, 19 and 20.

As discussed herein, Good Guard Security has a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Mr. Wills and other Security Officers.

Additionally, Mr. Wills is informed and believes that Good Guard Security fails to maintain a copy of all documents related to the hiring and/or employment of Security Officers, and/or fails to provide Security Officers with the opportunity to inspect or copy such documents upon request in violation of California law.

Therefore, Mr. Wills contends that Good Guard Security failed to comply with Labor Code §§ 226 and 1174.

VIII. Good Guard Security Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Mr. Wills asserts, based on information and belief, that Good Guard Security failed to maintain a copy of all documents signed by Security Officers that relate to their hiring by and/or employment with Good Guard Security, and/or failed to provide a copy of such documents to Security Officers who requested a copy thereof in violation of Labor Code § 432. Therefore, Mr. Wills alleges that Good Guard Security has failed to comply with California law.

IX. Good Guard Security Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802 and IWC Wage Order No. 4-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or her employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Mr. Wills asserts that as a policy, practice, guideline and/or procedure, Good Guard Security requires Security Officers to wear a distinctive shirt affixed with the Good Guard Security logo as a condition of their employment. In

addition, Good Guard Security requires its Security Officers to wear specific shoes, shirt, and pants while working on behalf of Good Guard Security. As a practice or procedure, Good Guard Security neither provides Security Officers with shoes, shirt, and pants, nor reimburses Security Officers for the cost of purchasing and/or maintaining the required uniform in violation of California law.

In addition, Security Officers are required to use their personal cell phones for work related issues, such as clocking in/out, responding to calls and messages. However, Good Guard Security fails to reimburse Security Officers for a percentage of cell phone bill.

Good Guard Security also required its Security Officers to complete various trainings as condition of employment (including firearm training and Guard Card), but failed to reimburse them for the costs and/or the time spent on those trainings.

Good Guard Security has, therefore, failed to reimburse Mr. Wills and other Security Officers for necessary work expenses in violation of California law.

X. Good Guard Security Failed to Maintain a Safe and Healthful Place of Employment in Violation of Labor Code §§ 6400 *et. al.*

Labor Code §§ 6400 and 6404 establish the obligation of an employer to furnish its employees with a place of employment that is safe and healthful. Labor Code § 6401 provides that “[e]very employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.” See also Labor Code § 6403 (prohibiting an employer from failing or neglecting to perform its obligations under Labor Code § 6401). An employer is required to correct any unsafe and/or unhealthy condition in a timely manner and is further prohibited from permitting or requiring an employee to go or be in a place of employment that is not safe and healthful. Labor Code §§ 6401.7(b) and 6402.

California law requires that employers provide separate toilet facilities for each sex. C.C.R., Tit. 8, § 3364. The number of facilities required is determined by the number of employees. *Id.* Toilet facilities are required to be kept clean, maintained in good working order and to be accessible to the employees at all times. *Id.* Hand washing facilities must also be provided and maintained in good working order. C.C.R., Tit. 8, § 3366.

Mr. Wills alleges that Good Guard Security fails to maintain a safe and healthful place of employment for Security Officers. Mr. Wills contends that Good Guard Security does not provide toilet and handwashing facilities that are in compliance with California law. For example, Security Officers do not have access to the toilet facilities at all times.

Mr. Wills, based on information and belief, alleges that Good Guard Security also fails to maintain the health and safety at other locations where other Security Officers are assigned.

Consequently, Good Guard Security has violated the law by failing to provide a safe and healthful place of employment.

XI. Mr. Wills May be Entitled to Attorneys' Fees and Costs

The Act provides that "any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Mr. Wills and/or another similar representative is successful in a civil action against Good Guard Security, he is entitled to an award of attorneys' fees and costs. See *also* Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

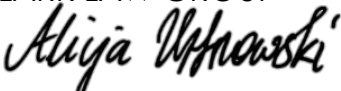
Conclusion

As described herein, Mr. Wills contends that he constitutes an "aggrieved employee" as the term is defined by Labor Code § 2699(c). Mr. Wills alleges that the current or former Security Officers that he seeks to represent also constitute "aggrieved employees" under the statute. As discussed herein, Good Guard Security violated the Labor Code and the relevant IWC Wage Order and thereby deprived Mr. Wills and other current or former Security Officers of their statutory rights and protections afforded to them. Mr. Wills has thus satisfied the prerequisites of the Act to serve as a representative of all current or former Security Officers, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of himself and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Mr. Wills may elect to initiate and/or amend a civil action, on behalf of himself and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 *et seq.*, as well as other related claims arising out of their employment with Good Guard Security.

Sincerely,

CLARK LAW GROUP



R. Craig Clark
Alicja A. Urtnowski

Cc: *Via Certified Mail*

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