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Sent Via Certified U.S. Mail

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Weiser Security Services, Inc.
7050 Village Dr., Ste. A2
Buena Park, CA 90620

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RE: *Stephanie Perez v. Weiser Security Services, Inc.*

To Whom It May Concern:

This letter is the written notice required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Section 2698 *et seq.*, including without limitation California Labor Code Sections 2699.3 (a)(1), 2699.3(b)(1), and/or 2699.3(c)(1) of the California Labor Code, and any other applicable provision of statute, rule, or law. This letter is being sent simultaneously via online filing to the California Labor and Workforce Development Agency. This letter is an important formal legal notice which may lead to immediate action against you and your company in a court of law and in administrative proceedings, or both and the imposition of substantial penalties and other orders and remedies against you and your company.

This office represents Stephanie Perez, who is a current employee of Weiser Security Services, Inc. in the State of California. We are investigating a potential California

Labor Code Private Attorneys General Act (“PAGA”) representative action on behalf of current and former employees, who worked for Weiser Security Services, Inc.

FACTS AND THEORIES UPON WHICH THE ACTION WILL BE BASED:

A. *Failure to Maintain Employee Time Records*

IWC Wage Order 4-2001(7)(A) provides:

“Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.”

Stephanie Perez has been employed by Weiser Security Services, Inc., from October, 2024 to present day. Ms. Perez alleges Weiser Security Services, Inc. failed to record employee on-duty meal periods, including start and stop times, as a matter of company policy and practice, throughout her employment. Weiser Security Services, Inc. did not and does not have a policy or system in place for employees to record on-duty meal periods. Ms. Perez alleges she and other employees were instructed to *not* record on-duty meal periods. Rather, as a matter of policy, employees are specifically instructed to accept terms and conditions at the end of their shift stating they had received a meal period for the work day. Thus, employees were not able to record on-duty meal periods, late on-duty meal periods, or short on-duty meal periods.

Ms. Perez alleges that, as a result of the above alleged conduct, Weiser Security Services, Inc. provides its employees with inaccurate wages and total payment on their wage statements.

B. *Failure to Provide Compliant Meal Breaks*

IWC Wage Order 4-2001(11), as well Labor Code Section 512, require employers to provide a thirty-minute unpaid meal period which must begin by the end of the fifth hour of a shift.

Labor Code 226.7 mandates premium payments for any shift where an employee is not afforded a meal period or rest break in compliance with the Wage Order and Labor Code. During the relevant time periods, Weiser Security Services, Inc.

maintained a company-wide policy and practice of understaffing or single-staffing its locations preventing employees to receive an adequate meal breaks.

Furthermore, as set forth above, employers are required to make premium payments to employees who were not provided with an adequate meal period and rest period. However, Weiser Security Services, Inc. routinely failed to make required premium payments for interrupted or short meal periods.

C. *Failure to Provide Compliant Rest Breaks*

IWC Wage Order 4-2001(12) provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

Employees must be relieved of all duty, and must be free to leave the worksite, on rest breaks. *Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th 257.*

Ms. Perez alleges Weiser Security Services, Inc. failed to provide compliant rest breaks at work sites in which security officers were provided with on-duty meal periods. Specifically, security officers at these work sites were not relieved of all duties for their rest breaks, because, including, but not limited to, they were required to remain on site for rest breaks.

Ms. Perez also alleges that Weiser Security Services, Inc., failed to pay security officers placed at these work sites one hour of pay at the regular rate of pay for each shift in which a compliant rest break was not provided. Additionally, for this reason, in addition to the other reasons set forth herein, these employees' wage statements were inaccurate.

D. *Failure to Provide Accurate Wage Statements*

California Labor Code Section 226 requires employers to provide accurate itemized wage statements to their employees. Weiser Security Services, Inc. failed and continues to fail to make, maintain, and provide accurate and compliant employment records which includes, but is not limited to, employee on-duty meal period time

records. In failing to record and report accurate on-duty meal period start and end times, as well as potential meal premiums owed, Weiser Security Services, Inc. denied its employees the opportunity to verify that they were compensated correctly and fully on their wage statements. On account of the violations set forth above, Weiser Security Services, Inc. owed its employees wages which were neither paid nor listed on employee wage statements. Ms. Perez alleges that the foregoing unlawful practices were accomplished pursuant to company policies and practices that were uniform throughout all sites serviced by Weiser Security Services, Inc. This failure constitutes a violation of Section 226.

This notice is hereby given to and is made against Weiser Security Services, Inc., and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be employees of Weiser Security Services, Inc., or any related or alter ego company, corporation, partnership, and/or business entity, at any time on or after a date one year prior to the date of this letter at any location within the State of California.

This notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code or Wage Orders and regulations thereunder which might be discovered because of reasonable and diligent investigation made pursuant to this notice.

Very truly yours,

Rastegar Law Group, APC

A handwritten signature in blue ink, appearing to read 'Farzad Rastegar', with a stylized flourish at the end.

Farzad Rastegar, Esq.