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November 14, 2025

VIA ELECTRONIC SUBMISSION

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: **Daniel Perez, et al. adv. Triple Canopy, Inc., et al.**
K&A Clients: Daniel Perez, Sergio Murillo, and Noel Latorre
K&A File No.: 9501.0061
Subject: **Notice of Representative Action Pursuant to the Private Attorneys General Act of 2004**

Dear PAGA Administrator:

This office represents, Daniel Perez ("Mr. Perez"), Sergio Murillo ("Mr. Murillo"), and Noel Latorre ("Mr. Latorre" and collectively referred to as "Plaintiffs"). Pursuant to Labor Code sections 2698, *et seq*. and the Private Attorneys General Act of 2004 ("the Act"), we are providing written notice that Plaintiffs' current and/or former employer, Triple Canopy, Inc. ("Triple"), Constellis, Inc., Constellis, LLC, Constellis Integrated Risk Management Services, Inc. ("Constellis"), and any and all related entities (collectively referred to as "Defendants") are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiffs and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

To the extent that other entity and/or individual Defendants are named and charged with violations of the Labor Code – making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to, 558, 558.1, and 1197.1 – Plaintiffs reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this Notice. Consequently, Defendants are on notice that Plaintiffs continues their investigation, with the full intent to amend and/or change this Notice, to add any undiscovered violations of any of the provisions of the Labor Code – to the extent that are applicable – and to change and/or add the identities or any entities and/or individuals responsible for the violations contained herein.

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STATEMENT OF FACTS

Mr. Perez was employed by Defendants for approximately one (1) year and six (6) months until his employment was terminated on or about September 13, 2025. Mr. Murillo was employed by Defendants for approximately two (2) years and eight (8) months and continues his employment with Defendants. Mr. Latorre was employed by Defendants for approximately two (2) years until he was removed from the schedule but not formally terminated on or about October 28, 2025.

Defendants are in the risk management and security solutions business, providing integrated security services to governments and commercial clients. At all times throughout Plaintiffs' employment with Defendants, Defendants classified Plaintiffs as non-exempt employees and paid Plaintiffs at a rate of approximately $52.00 per hour.

Plaintiffs were hired as Armed Custom Protection Officers. Plaintiffs' job duties and responsibilities were to provide security for personnel and property, and Mr. Latorre and Mr. Perez were assigned to Pacific Gas & Electric Company sites ("PG&E") along with the following Mr. Murillo was assigned at various immigration offices, social security offices, and Internal Revenue Service ("IRS") sites.

Neither at the time of Plaintiffs' hire, nor any time thereafter, did Defendants provide Plaintiffs with a written notice communicating the following: the rate or rates of pay and basis thereof; allowances, if any, claimed as part of the minimum wage; the regular payday designated by the employer; the name of the employer, including "dba" names used; the physical address of the employer's main office of principal place of business; the telephone number of the employer; contact information of the employer's workers' compensation insurance carrier; that employee may accrue and use sick leave, among other things related; and any other information the Labor Commissioner deems material and necessary.

Plaintiffs are informed and believe that Defendants failed to provide and continue to fail to provide the requisite notice to employee to any of its non-exempt employees.

Despite Plaintiffs' frequently, if not entirely, working shifts in excess of eight (8) hour and often as many as twelve (12) to sixteen (16) hours, Plaintiffs would rarely, if ever, be permitted or given the opportunity to take compliant meal and/or rest periods despite being entitled to such.

Whenever Mr. Latorre or Mr. Perez attempted to take compliant meal or rest periods, PG&E personnel immediately complained that doing so left their crews unprotected. These complaints were routinely relayed to Defendants, and specifically to Defendants' operations manager, Jason Douglas ("Mr. Douglas"). Rather than ensuring adequate staffing or adjusting assignments to allow legally required breaks, Defendants adopted practices designed to eliminate breaks altogether while manufacturing the appearance of compliance. Mr. Douglas, acting on behalf of Defendants, repeatedly instructed employees—both verbally and through written directives—that every shift exceeding five hours must reflect a meal period on the timesheet, regardless of whether a meal period was actually taken or even possible under the working conditions. Employees were told that breaks "must" be entered and that failure to do so would result in reprimands, counseling, or other disciplinary action.

Defendants' timekeeping directives further reinforced this coercion. Employees were required to complete daily timesheets in a manner that recordings of meal periods appeared uniform and uninterrupted, and to submit photographs of their timesheets at the end of each shift before leaving the worksite. Managers routinely rejected or criticized any timesheet that did not show a recorded meal period, and employees were instructed to correct their entries to align with management expectations rather than their actual experience. In addition, Defendants required officers to perform these administrative tasks at the very end of their shift within extremely limited time, creating additional off-the-clock work pressure and preventing accurate reporting of missed or shortened breaks.

Through these policies, Defendants created and enforced a system of sham meal-period reporting. Employees were not permitted to take meal periods before the end of the fifth hour, were routinely interrupted or prevented from taking breaks altogether due to PG&E's operational demands, and were then forced to record meal periods they never received. Defendants never paid meal or rest period premiums, because the coerced time records allowed them to maintain a false appearance of statutory compliance.

As a result, Mr. Latorre and Mr. Perez—like other similarly situated employees—were placed in an untenable position: either satisfy PG&E's demands for constant coverage and comply with Mr. Douglas's directives to record fictitious breaks, or face discipline and jeopardize their employment. This environment effectively denied them lawful meal and rest periods, compelled the creation of falsified time records, and deprived them of the wages and premiums owed under California law.

Similarly, Mr. Murillo was rarely provided with the opportunity to take compliant meal and rest periods. Mr. Murillo's post required continuous monitoring, situational awareness, and immediate responsiveness to activity in the surrounding area, leaving him unable to step away or disengage from his duties for even a short period of time. Defendants rarely provided relief officers to cover his position, as the "breakers" who were supposed to allow employees to take their meal periods were inconsistent, unreliable, or never arrived at all.

As a result, Mr. Murillo was never relieved of duty for a full thirty minutes, nor for any meaningful amount of time. He would remain at his workstation throughout his shift and was forced to eat at his desk simply because he needed to eat to continue working. Even during those moments, he continued to monitor the environment, respond to inquiries, and maintain vigilance over his assigned area, and he was regularly interrupted by supervisors, coworkers, and operational demands. Under these circumstances, Mr. Murillo could not take a lawful off-duty meal period because he was never relieved of all duties, and he could not take a compliant on-duty meal period because his meal "breaks" consisted only of brief bites taken while actively performing his job. In practice, Defendants provided no meal periods at all—off-duty or on-duty—and Mr. Murillo was compelled to work through every shift without the uninterrupted breaks required by California law.

Despite knowing about these non-compliant meal and/or rest periods, Defendants failed to compensate Plaintiffs with all meal and/or rest premiums of one (1) hours' worth of pay at Plaintiffs' regular rate of pay.

Plaintiffs are informed and believe that Defendants failed to provide and continue to fail to provide compliant meal and rest periods, or premiums in lieu thereof, to each of its current and/or former non-exempt employees.

As discussed above, in order for Plaintiffs to record their "lunch", they were required by Defendants to not only write it down on a sheet of paper, but also separately email their supervisor at the end of their shift using their personal cell phones. Defendants also required Plaintiffs to download the Signal application on their phone to access their weekly schedule. However, as Defendants' own wage statements for Plaintiff show, Defendant never reimbursed Plaintiff for any of these necessary expenses.

Plaintiffs are informed and believe that Defendants failed to provide and continue to fail to provide reimbursements for necessary expenses to each of its current and/or former non-exempt employees.

Not only did Defendants fail to pay Mr. Perez all wages due and payable at separation of employment, but Defendants still have not paid all wages due and payable to Plaintiff. Therefore, Mr. Perez is entitled to the full thirty (30) days of waiting time penalties for Defendants' failure to pay all wages due and payable at separation of employment and civil penalties pursuant to PAGA.

As a result of the above, Defendants failed to pay all wages including reporting time pay, failed to timely pay wages, failed to provide meal and rest periods, failed to reimburse necessary expenses, failed to maintain accurate records, failed to pay all wages due and payable at separation of employment, and failed to provide accurate itemized wage statements for Plaintiffs and aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, among other things.

Upon information and belief, all current and/or former non-exempt employees of Defendants are aggrieved employees as defined under California Labor Code section 2699(c). Upon information and belief, each of the aggrieved employees were/are subject to similar, if not the same, violations as Plaintiffs.

Therefore, Plaintiffs hereby provide notice that they intend to seek civil penalties, in a representative capacity on behalf of all such aggrieved employees for the violations applicable to them.

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LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Failure to Pay Minimum Wage);
2. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
3. Labor Code §§ 201, 201.3, 202, 204, 204(a), 204(b), 204.1, 204.2, 205, 205.5, 210, and 1197.5 (Failure to Timely Pay Wages);
4. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
5. Labor Code § 2810.5 (Failure to Provide Notice to Employee);
6. Labor Code §§ 2800 and 2802 (Failure to Reimburse Expenses);
7. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
8. Labor Code §§ 226 and 226.3 (Failure to Provide Accurate Itemized Wage Statements);
9. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment); and
10. Labor Code § 558 (Violations of Provisions Regulating Hours and Days of Work).

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiffs, on behalf of all other aggrieved employees, intend to file a complaint against Defendants for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiffs will serve the same written notice to Defendants by certified mail.

If you have any questions to require additional information, please do not hesitate to contact us.

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Thank you for your attention to this matter.

Very truly yours,

Kring & Associates, APC

Tyler D. Kring
Jeffrey T. Green

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TDK/JTG

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