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November 7, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for South East Employee Leasing Services, Inc.:
Registered Agent Solutions, Inc.
720 14th St.
Sacramento, CA 95814

Agent for Services of Process for Hayventz Security Inc.
Northwest Registered Agent, Inc.
2108 N St., Ste N
Sacramento, CA 95816

Re: Marquis Terrel Momon v. South East Employee Leasing Services, Inc. and Hayventz Security Inc.

Dear Labor and Workforce Development Agency and South East Employee Leasing Services, Inc. and Haven's Security Inc.:

This letter shall serve as Marquis Terrel Momon's ("Mr. Momon") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by South East Employee Leasing Services, Inc. and Hayventz Security Inc. ("Employers"), including the facts and theories to support the alleged violations. Mr. Momon intends to seek civil penalties against Employers under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt employees currently or formerly employed by Employers in California during the statutory period ("Aggrieved Employees"). Mr. Momon is informed and believes and based thereon alleges that there are at least 50 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Momon alleges Employers violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Mr. Momon was employed by Employers in Los Angeles, California as a non-exempt assistant supervisor from approximately October 2024 to approximately August 2025.

Minimum and Overtime Wages

Throughout the statutory period, Employers failed to pay Mr. Momon and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to Employers' policy and practice of failing to keep records of the time Mr. Momon and other Aggrieved Employees worked with a system for clocking in and out. Instead, Employers instructed

Mr. Momon and other Aggrieved Employees to self-report the hours they worked rounded to the nearest quarter hour increment. As a result, Employers failed to pay Mr. Momon and other Aggrieved Employees for all minimum, straight time, and overtime wages due in violation of Labor Code §§ 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, Employers failed to provide Mr. Momon and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mr. Momon and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Employers failed to pay Mr. Momon and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, Employers failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, Employers failed to authorize and permit Mr. Momon and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Momon and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Employers failed to pay Mr. Momon and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Employers failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to Employers' wage, meal period, and rest period violations as alleged above, Employers failed to provide Mr. Momon and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to Employers' wage, meal period, and rest period violations as alleged above, Employers failed to pay all wages due during Mr. Momon's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

Recordkeeping

Due to Employers' wage, meal period, and rest period violations as alleged above, Employers failed to maintain accurate and complete records showing the hours worked each day by Mr. Momon and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Mr. Momon seeks civil penalties, injunctive relief, and



attorneys' fees and costs under PAGA. Mr. Momon intends to file a complaint asserting a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", is written over a light blue circular stamp.

Fawn F. Bekam