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April 27, 2026

VIA CERTIFIED U.S. MAIL & RETURN RECEIPT REQUESTED

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Department of Industrial Relations
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

[Notice Filed Online via LWDA/PAGA Filing Portal]

Universal Protection Service, LP
c/o: CSC- Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Clifton Armor v. Universal Protection Service, LP

**PRIVATE ATTORNEY GENERAL ACT (“PAGA”) NOTICE
Pursuant to Labor Code §§ 2699 *et seq.***

Dear PAGA Administrator:

This office represents Clifton Armor, a former employee of Universal Protection Service, LP with respect to his retaliation and wrongful termination claims against Universal Protection Service, LP (“Universal”), as well as claims for civil penalties under the Private Attorneys General Act. Pursuant to *Labor Code* §§ 2699 *et seq.* and 2699.3, this letter serves as written notice to the Labor & Workforce Development Agency (“LWDA”) (as well as copying Mr. Armor’s former employers) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories supporting those alleged violations.

Mr. Armor, along with other similarly situated current and former employees of Universal was subjected to unlawful employment practices in violation of the Labor Code. These practices include but are not limited to: *Labor Code* §§ 1102.5, 6310, and 232.5.

Mr. Armor worked as an Off Duty Officer servicing the Ralph’s location located at 10900 Magnolia Blvd, North Hollywood, CA 91601. He alleges he was retaliated against and wrongfully terminated in violation of California *Labor Code* §§ 1102.5, 6310, 232.5, at least in part, due to reporting unsafe work conditions, workplace violence, and paid time off irregularities. Mr.

Armor's role required him to maintain a standing security post and respond to volatile and dangerous customer interactions. In or around March 2024, Mr. Armor sustained a workplace injury to his foot while intervening in a customer incident that required a physical takedown, aggravating a prior injury to the same foot. Plaintiff requested accommodations due to the physical limitations caused by the injury. However, Respondent failed to provide meaningful accommodations. Mr. Armor continued to be exposed to hazardous conditions without adjustment or support.

In June 2024, Mr. Armor was subjected to severe verbal abuse by a customer, including racist and degrading slurs. Later that same month, Mr. Armor was involved in an incident in which a customer used bear spray against him, requiring Mr. Armor to respond with defensive force. Mr. Armor documented the incident and complied with reporting procedures. As a result of the incident, Mr. Armor was placed on work restrictions and temporarily removed from work due to his injury.

Beginning in July 2024, Mr. Armor identified discrepancies in his time records, including missing hours worked. Mr. Armor raised concerns with management on multiple occasions, but the issues were not adequately investigated or resolved. Around August 2024, Mr. Armor took a medical leave of absence for a non-work-related medical condition and sought to use accrued PTO. At that time, Plaintiff was informed that he had only about 12 hours of PTO remaining; despite rarely using PTO and reasonably believing he had accrued a substantially higher balance. Mr. Armor raised concerns that his PTO had not been properly tracked or credited. These wage-related concerns continued into 2025. Mr. Armor escalated these concerns to Human Resources around April 2025, but did not receive a meaningful response until May 2025.

On or around July 2, 2025, Mr. Armor was involved in another customer incident in which a customer escalated the situation by spitting directly in Mr. Armor's face. Mr. Armor responded in real time to control the situation and protect himself, using force that he reasonably believed was necessary under the circumstances and consistent with his training and prior incidents requiring physical intervention. Following this incident, Mr. Armor was suspended pending investigation. On July 14, 2025, Mr. Armor was informed that the investigation had concluded and that his employment was terminated based on a determination of excessive force. Despite prior incidents involving the use of force under comparable or more severe circumstances, Mr. Armor had not been subjected to similar discipline.

At the time of Mr. Armor's termination, Mr. Armor had recently and repeatedly engaged in protected activity, including reporting unsafe working conditions and/or workplace violence, raising concerns about missing wages and inaccurate timekeeping, questioning PTO accounting practices, and escalating these issues to Human Resources. This conduct by Mr. Armor's employer plainly violated California Labor Code §§ 232.5, 1102.5 and 6210.

In addition to Mr. Armor's individual wrongful termination/retaliation claims, Mr. Armor intends to pursue civil penalties under PAGA in a representative action on behalf of himself and other aggrieved employees, should the LWDA decline to investigate. Pursuant to Labor Code section 2699(a)&(f), and by way of this letter, Claimant hereby raises to the LWDA specified PAGA

violations suffered by he and the other similarly situated current and former, similarly situated, non-exempt employees of his former employers in California.

Submitted concurrently with this letter is the required filing fee of \$75.00, per the PAGA requirements. Thank you for your assistance and cooperation in this matter. Please contact our office should you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kaveh S. Elihu', with a stylized flourish at the end.

KAVEH S. ELIHU, ESQ.

EMPLOYEE JUSTICE LEGAL GROUP

**PROOF OF SERVICE
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

I reside in the county of Los Angeles, State of California, I am over the age of eighteen and not a party to the within action; my business address 1001 Wilshire Blvd., Los Angeles, California 90017. On the date shown below, I served the foregoing document, described as:

1. Private Attorney General Act Notice.

On the intended parties by placing the true copies thereof in a sealed envelope addressed to:

Universal Protection Service, LP
c/o: 1505 Corporation, CSC – Lawyers Incorporating service
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

I am "readily familiar" with the firm's practices of collection and processing correspondence for mailing. Under that practice it would be deposited with the U. S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of the deposit for mailing an affidavit of service thereof.

Executed on April 27, 2026, at Los Angeles, California.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Name: Crystal Brenes

Signature: Crystal Brenes