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April 21, 2026

Via LWDA Online PAGA Filing Portal

Attn: Amy Nshanyan
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

Re: Notice of Labor Code § 2699, *et seq.*, "PAGA" Violations
Claimant: Shawn Lamarr Rogers
Claimant Address: 4444 1/2 Burns Avenue, Los Angeles, CA 90029
Respondent: Allied Universal Security Services, and all affiliated and related entities
Respondent Address: 5601 West Slauson Avenue, Suite 128, Culver City, CA 90230 (California Office)

Dear California Labor and Workforce Development Agency:

Pursuant to Labor Code § 2699.3(a)(1), this letter provides written notice to the Labor and Workforce Development Agency ("LWDA"), Allied Universal Security Services, and all affiliated and related entities (collectively, "Respondent" or "Allied Universal") that Claimant Shawn Lamarr Rogers ("Claimant" or "Rogers") intends to bring a civil action under the Private Attorneys General Act, California Labor Code §§ 2699, *et seq.* ("PAGA"), in addition to other potential claims, if the LWDA declines to investigate or does not provide timely notice of its intent to investigate within 65 calendar days of the date of this notice.

Rogers was employed by Respondent as a non-exempt, hourly-paid Safety Ambassador assigned to Respondent's solo-post security assignment at 7362 Santa Monica Boulevard, West Hollywood, California 90046. Rogers's duties included securing the park perimeter, deterring homeless individuals from the premises, and maintaining post coverage and communication with Respondent's supervisors. Rogers's employment commenced on October 30, 2025; his last day worked was February 15, 2026; Respondent placed Rogers on unpaid suspension from February 15, 2026 through February 23, 2026; and his termination date was February 23, 2026. Rogers was paid $21.86 per hour, classified as W-2, and was scheduled as a full-time employee working forty (40) hours per week on Monday, Thursday, Friday, Saturday, and Sunday, with typical shifts from 5:30 a.m. to 2:00 p.m. At all relevant times, Rogers was employed in the State of California, was not a government employee, was not a union member, and was a non-exempt employee whose wages, hours, and working conditions were governed by IWC Wage Order No. 4 (Professional, Technical, Clerical, Mechanical, and Similar Occupations). Rogers confirms that he did not sign an arbitration agreement during his onboarding and has no record of any arbitration agreement with Respondent. On information and belief, Respondent Allied Universal Security Services is the largest security services employer in North America and employs tens of thousands of non-exempt Safety Ambassadors, Security Officers, Security Guards, and similar non-exempt security personnel across hundreds of work sites throughout California, and maintains company-wide policies and practices regarding solo-post coverage, meal and rest periods, timekeeping, expense reimbursement, and wage payment applicable to all such non-exempt employees.

I. SPECIFIC LABOR CODE VIOLATIONS, FACTS, AND THEORIES

A. Meal Period Violations — Labor Code §§ 512, 226.7; IWC Wage Order No. 4 — Solo-Post Coverage Policy

This is the primary and most thoroughly documented violation in this matter, and it is anchored in Respondent's structural operational policy for solo-post security assignments. Under Labor Code § 512(a) and IWC Wage Order No. 4, an employer must provide an uninterrupted 30-minute meal period commencing no later than the end of the fifth hour of work on any shift exceeding five hours. Rogers confirmed that throughout his employment, his meal periods were late on a daily basis — approximately five (5) shifts per week — because Respondent's solo-post coverage policy required Rogers to remain on duty until a relief officer arrived to cover his post before he could depart for his meal period. Relief officers regularly arrived late, causing Rogers's meal periods to commence well after the end of the fifth hour of work.

On or about February 2, 2026, Rogers submitted a formal internal complaint to Respondent's supervisor and assistant manager regarding the daily late meal periods and the solo-post coverage practices causing them, formally logged within Respondent's internal complaint system under identifier COMPLAINT-0000000818. Respondent's management acknowledged receipt of the complaint and responded by instructing relief officers to arrive on time, but did not modify the structural solo-post coverage policy that required Rogers to remain on duty until a relief officer arrived before taking a meal period, and did not pay Rogers any retroactive meal period premiums for the daily late meal periods that had already occurred. The daily late meal periods continued following the complaint.

Respondent did not pay Rogers the one additional hour of pay at the regular rate required by Labor Code § 226.7 for any shift in which a compliant meal period was not provided. No meal period premium was ever paid to Rogers. Rogers personally experienced each instance of this violation. Based on information and belief, Respondent's structural solo-post coverage policy — requiring that a relief officer arrive to cover the post before a non-exempt security employee can take a meal period — is a company-wide operational model applied uniformly to all solo-post Safety Ambassadors, Security Officers, and similar non-exempt security personnel at Respondent's hundreds of California work sites. The same structural cause that produced Rogers's daily late meal periods necessarily produces the same late meal periods for every solo-post security employee at every California Allied Universal site. Respondent's failure to pay meal period premiums for these structural late meal periods is similarly a company-wide practice. Respondent's documented receipt of Rogers's February 2, 2026 complaint, and its failure to cure the underlying structural violation following that complaint, demonstrates actual knowledge of the violation for purposes of Labor Code § 2699(f) penalty assessment.

B. Rest Period Violations — Interrupted Rest Periods — Labor Code § 226.7; IWC Wage Order No. 4; *Donohue v. AMN Services*

Under IWC Wage Order No. 4, § 12, an employer must authorize and permit a paid, uninterrupted 10-minute rest period for every four hours worked, or major fraction thereof. Under *Donohue v. AMN Services, LLC*, 11 Cal. 5th 58 (2021), and *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257 (2016), an on-call or interrupted rest period is not a compliant rest period, and the employer must relieve the employee of all duty during the rest period. Rogers confirmed that on approximately one (1) shift per week throughout his employment, his supervisor contacted him by telephone during his rest period to request post-coverage information, incident reports, or other work-related communications, thereby interrupting the rest period and preventing it from being compliant under California law. Respondent did not pay Rogers the one additional hour of pay at the regular rate required by Labor Code § 226.7 for any shift in which a compliant rest period was not authorized and permitted. No rest period premium was ever paid to Rogers. Rogers personally experienced each instance of this violation. Based on information and belief, Respondent's practice of requiring non-exempt solo-post security employees to remain available by telephone during rest periods reflects a systemic policy applied to all non-exempt security personnel at Respondent's California work sites.

C. Off-the-Clock Work — Post-Shift Waiting and Employer-Controlled Transport — Labor Code §§ 204, 1194, 1197, 1198; IWC Wage Order No. 4

All time during which an employee is subject to the control of an employer constitutes compensable hours worked under Labor Code §§ 1194, 1197, and 1198, consistent with *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575 (2000). Rogers confirmed that at the conclusion of his scheduled 5:30 a.m. to 2:00 p.m. shift, he was required to remain at his post location until transport arrived to return him to Respondent's base of operations. Although transport scheduling was administered by the park location, Respondent placed Rogers at the location knowing that post-shift transport would regularly arrive thirty (30) to forty-five (45) minutes after his scheduled shift end time, and required Rogers to remain at the post until the transport arrived. This post-shift waiting time, during which Rogers remained at his assigned work site subject to Respondent's control and unable to leave, constitutes compensable hours worked. Rogers confirmed that this post-shift waiting time averaged approximately three (3) hours per week throughout his employment. To the extent this compensable time caused Rogers to exceed eight (8) hours in any workday or forty (40) hours in any workweek, Respondent was required to pay Rogers at the applicable overtime rate pursuant to Labor Code § 510. Respondent failed to compensate Rogers for this post-shift waiting time at either straight-time or overtime rates. Rogers personally experienced each instance of this violation. Based on information and belief, Respondent's practice of requiring non-exempt security personnel to remain at post locations past scheduled shift end awaiting post-shift transport, without compensation, applies to similarly situated non-exempt security personnel assigned to Respondent's California work sites with post-shift transport arrangements.

D. Failure to Pay Wages for Indefinite Unpaid Suspension Period — Labor Code §§ 204, 210, 1194, 1197

From February 15, 2026 through February 23, 2026 — a period of eight (8) consecutive days — Respondent placed Rogers on indefinite unpaid suspension pending an investigation into an on-duty incident in which Rogers defended himself from a physical assault by a third party. During this suspension period, Rogers was ready, willing, and able to return to work and did not voluntarily absent himself from employment. Under California law, an employer may not impose an indefinite unpaid suspension on a non-exempt employee who remains ready, willing, and able to perform his duties; such unpaid suspension constitutes a failure to pay earned wages for scheduled work. Respondent's failure to compensate Rogers for his scheduled hours during the February 15–23, 2026 suspension period — approximately forty (40) hours at his regular hourly rate of $21.86, or approximately $874.40 — constitutes a violation of Labor Code §§ 204, 1194, 1197, and 1198. Labor Code § 210 imposes civil penalties for each such violation. Rogers personally experienced this violation. Based on information and belief, Respondent's practice of imposing indefinite unpaid suspensions on non-exempt security personnel pending investigation of on-duty incidents reflects a systemic policy applied to non-exempt security personnel at Respondent's California work sites.

E. Failure to Timely Pay Wages Due on Termination — Labor Code §§ 201, 203

Rogers's employment was involuntarily terminated on February 23, 2026. Under Labor Code § 201, all wages earned and unpaid must be paid immediately upon involuntary termination. Rogers confirmed that he did not receive his final paycheck until February 26, 2026 — three (3) calendar days after his termination date. Additionally, Rogers's final paycheck did not include (a) wages owed for the February 15–23, 2026 unpaid suspension period (see Section D above); (b) meal period premiums owed under Labor Code § 226.7 (see Section A above); (c) rest period premiums owed under Labor Code § 226.7 (see Section B above); or (d) compensation for post-shift waiting time (see Section C above). Respondent's failure to tender Rogers's complete final wages on the date of termination violates Labor Code § 201 and triggers waiting time penalties under Labor Code § 203, accruing at Rogers's daily rate of pay ($21.86/hour x 8 hours = $174.88/day) for each day the wages remain unpaid, up to a statutory maximum of thirty (30) days. As of the date of this notice, the wages referenced in subparts (a) through (d) remain unpaid and the § 203 penalty continues to accrue. Rogers personally experienced each instance of this violation.

F. Wage Statement Violations and Denial of Post-Termination Records Access — Labor Code §§ 226(a), 226(b), 226(c), 432

Labor Code § 226(a) requires employers to provide each employee with an accurate itemized wage statement each pay period reflecting, among other things: (1) gross and net wages earned; (2) total hours worked; (3) all applicable hourly rates and hours worked at each rate; (4) all deductions; and (5) the inclusive dates of the pay period. Respondent's wage statements issued to Rogers were inaccurate in violation of Labor Code § 226(a) because they failed to reflect (a) meal period premiums owed under Labor Code § 226.7 for the daily late meal periods (see Section A above); (b) rest period premiums owed under Labor Code § 226.7 for interrupted rest periods (see Section B above); and (c) wages and overtime premiums owed for post-shift waiting time at the post location (see Section C above). Each pay period with a deficient wage statement constitutes a separate actionable violation under PAGA.

Additionally, Labor Code §§ 226(b) and (c) require that an employer permit a current or former employee to inspect and receive copies of her wage statements within 21 calendar days of a request, and Labor Code § 432 requires production of documents signed relating to employment. Rogers confirmed that following his termination, Respondent removed his access to its electronic payroll and timekeeping system (including ADP and/or Workday portals), effectively denying Rogers the ability to retrieve copies of his wage statements or to obtain documentation supporting his compensation during his employment. To the extent Respondent failed or refused to provide Rogers access to his wage statements and employment records upon request following his termination, Respondent violated Labor Code §§ 226(b), 226(c), and 432. Rogers personally experienced each instance of these violations.

G. Failure to Reimburse Necessary Business Expenses — Personal Cellular Telephone — Labor Code § 2802; *Cochran v. Schwan's Home Service*

Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties, and under *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), this requirement applies regardless of whether the employee incurred any additional out-of-pocket marginal cost. Rogers confirmed that although Respondent provided Rogers with a company-issued cellular telephone or radio for work communication, that device regularly malfunctioned and was not reliably usable for Rogers's required work communications with Respondent's supervisors and management. As a direct result of Respondent's failure to provide or adequately maintain a functioning communication device, Rogers was required to use his personal cellular telephone to communicate with Respondent's supervisors regarding post coverage, incident reports, and other work-related matters. Respondent never provided any reimbursement to Rogers for the use of his personal cellular telephone or for his monthly cellular service costs attributable to work use. Respondent's failure to reimburse Rogers for a reasonable percentage of his cellular telephone and service costs attributable to required work use, including use necessitated by Respondent's failure to provide or maintain functioning company-issued communication equipment, violates Labor Code § 2802 under *Cochran*. Rogers personally experienced each instance of this violation. Based on information and belief, Respondent's failure to adequately maintain company-issued communication devices and its failure to reimburse non-exempt security personnel for personal cellular telephone use necessitated thereby extends to other non-exempt security personnel at Respondent's California work sites.

H. Retaliation for Protected Activity — Labor Code §§ 98.6, 1102.5

Labor Code §§ 98.6 and 1102.5 prohibit retaliation against an employee for raising complaints regarding wage and hour violations. Rogers engaged in protected activity on or about February 2, 2026, by submitting a formal internal complaint to Respondent's supervisor and assistant manager regarding the daily late meal periods caused by Respondent's solo-post coverage policy — a complaint formally logged within Respondent's internal complaint system under identifier COMPLAINT-0000000818. Complaints regarding meal period violations under Labor Code §§ 512 and 226.7 constitute protected activity under Labor Code §§ 98.6 and 1102.5. Approximately thirteen (13) days after Rogers submitted this complaint, on February 15, 2026, Respondent placed Rogers on indefinite unpaid suspension following an on-duty incident in which Rogers defended himself from a physical assault by a third party. Approximately eight (8) days after the suspension began, on February 23, 2026, Respondent terminated Rogers's employment. Respondent's stated reason for the termination — that Rogers violated company policy by defending himself from a physical assault occurring in the course of his duties securing the park perimeter — is facially pretextual, as Rogers's use of proportionate self-defense in response to an unprovoked physical assault by a third party during the performance of his security duties cannot reasonably constitute a policy violation. The temporal proximity between Rogers's February 2, 2026 protected meal-period complaint and his February 15, 2026 unpaid suspension and February 23, 2026 termination, together with the facially pretextual nature of Respondent's stated reason for the termination, establishes a prima facie case of retaliation in violation of Labor Code §§ 98.6 and 1102.5. Rogers personally experienced this violation.

I. Wage Theft Prevention Act Notice Violations — Labor Code § 2810.5 (Pleaded on Information and Belief)

Labor Code § 2810.5 requires an employer to provide each non-exempt employee, at the time of hire, a written notice setting forth the rate of pay, designated pay day, the name and address of the legal employer entity, and other specified information, and to provide updated notice within seven (7) days of any change. To the extent Respondent failed to provide Rogers with a compliant Labor Code § 2810.5 notice at hire on October 30, 2025, or failed to update such notice upon any material change during his employment, Respondent violated Labor Code § 2810.5. This violation is pleaded on information and belief and is subject to confirmation through further review of Respondent's onboarding records. Rogers personally experienced this violation.

II. INTENDED REMEDIES AND PENALTIES

Claimant intends to seek all available remedies under PAGA and the Labor Code, including without limitation civil penalties, unpaid wages, premium pay, liquidated damages, injunctive relief ordering Respondent to cease its unlawful conduct (as authorized by Lab. Code § 2699(a) for notices filed on or after June 19, 2024), interest, and attorneys' fees and costs. Pursuant to Lab. Code § 2699(i), as amended by AB 2288 (effective June 19, 2024), civil penalties recovered under PAGA shall be allocated 65% to the LWDA and 35% to the aggrieved employees. The specific Labor Code sections alleged to have been violated and the corresponding penalty provisions include, without limitation:

- LC § 201 / 203 — waiting time penalties for failure to timely pay all final wages (daily rate of pay, up to 30 days);
- LC § 204 / 210 — penalties for failure to pay all earned wages on regular paydays, including wages for the unpaid suspension period ($100 per initial failure; $200 plus 25% of unpaid amount for subsequent failures, per aggrieved employee per pay period);
- LC § 226(a) — inaccurate itemized wage statements ($50 per initial pay period, $100 per subsequent pay period per employee, up to $4,000);
- LC §§ 226(b), 226(c), 432 — denial of post-employment access to wage and employment records;
- LC § 226.3 — PAGA penalties for wage statement violations ($250 per employee per pay period for initial violation; $1,000 per subsequent violation);
- LC § 226.7 — failure to provide compliant meal periods and compliant rest periods and failure to pay the required premiums (one additional hour of premium pay per violation per employee per day);
- LC § 512 — failure to provide statutorily required meal periods;
- LC § 510 — unpaid overtime premiums to the extent post-shift waiting time and other uncompensated hours caused Claimant to exceed 8 hours in any workday or 40 hours in any workweek, plus attorneys' fees and costs;
- LC § 558 — $50 per pay period per underpaid employee for initial violations; $100 for subsequent violations, plus unpaid wages;
- LC § 1194 / 1197 / 1198 — failure to pay all wages earned for all hours worked, including post-shift waiting time at the post location, plus attorneys' fees and costs;
- LC § 2802 — failure to reimburse necessary business expenses including required personal cellular telephone use necessitated by Respondent's failure to maintain functioning company-issued communication equipment, plus interest and attorneys' fees and costs;
- LC § 2810.5 — failure to provide compliant wage theft prevention notice at hire (pleaded on information and belief);
- LC §§ 98.6, 1102.5 — retaliation for protected wage-and-hour complaints, including formal internal complaint COMPLAINT-0000000818 dated February 2, 2026;
- LC § 2699(a) — injunctive relief ordering Respondent to cease all unlawful wage and hour practices (authorized for notices filed on or after June 19, 2024);
- LC § 2699(f)(2) — $100 per aggrieved employee per pay period for initial violations; $200 per subsequent violations, for Labor Code sections without their own specific penalty; and
- LC § 2699(g)(1) — attorneys' fees and costs.

III. REPRESENTATIVE STANDING

Rogers personally experienced each of the Labor Code violations described herein within the one-year period preceding the filing of this notice, satisfying the standing requirements of Labor Code §

2699(c)(1) as amended by AB 2288. Claimant intends to bring PAGA claims on behalf of himself and all other current and former non-exempt security personnel of Respondent — including Safety Ambassadors, Security Officers, Security Guards, and similar non-exempt security employees — employed at any of Respondent's California work sites during the applicable limitations period who were subjected to the same unlawful policies and practices described in this notice. Rogers confirmed on his February 2, 2026 internal complaint and subsequent follow-up communications that the solo-post coverage policy causing the daily late meal periods described in Section A above applied uniformly to all officers at his post location, and that the inconsistent post-shift transport scheduling described in Section C above affected all officers at the site. Respondent Allied Universal Security Services operates hundreds of security services work sites throughout California and employs tens of thousands of non-exempt security personnel statewide. Based on information and belief, Respondent's structural operational model for solo-post security assignments — in which a non-exempt security employee must remain on duty until a relief officer arrives to cover the post before taking a meal period — is a company-wide policy applied to every solo-post assignment at every California work site operated by Respondent, and necessarily produces the same daily late meal period violations for every non-exempt security employee assigned to a solo-post position.

Rogers confirms that he did not sign any arbitration agreement during his onboarding with Respondent. To the extent Respondent contends that Rogers signed an arbitration agreement at any point during his employment, Claimant reserves all rights under *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022), and *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023), including the right to pursue representative PAGA claims in court while any individual PAGA claim is resolved in arbitration.

If the LWDA provides notice that it does not intend to investigate, or if Claimant does not receive notice of the LWDA's intent to investigate within 65 calendar days of the date of this letter, Claimant intends to file a civil action under PAGA in addition to other potential claims, including without limitation a claim for wrongful termination in violation of public policy (*Tameny*) based on the right of an employee to use proportionate self-defense in response to an unprovoked physical assault during the performance of his duties, which is not subject to the PAGA exhaustion requirement and is being pursued on a parallel track.

Should you have any questions or require additional information, please contact our office directly at (818) 900-6255 or info@legalcorner.com. Thank you for your attention to this matter.

Very truly yours,

Legal Corner Law Office, APC

Amaris Dordar

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Amaris Dordar, Esq.

CA Bar No. 356246

cc (via Certified Mail, Return Receipt Requested):

Allied Universal Security Services
c/o Registered Agent for Service of Process

[CA REGISTERED AGENT ADDRESS TO BE CONFIRMED VIA CA SOS BIZFILE]

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