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Re: ***Erica Rios v. Universal Protection Service, LP dba Allied Universal***
Notice Pursuant to the Private Attorneys General Act of 2004

Dear Sir(s) and/or Madam(s):

Please be advised that representative plaintiff, Erica Rios (hereinafter "Plaintiff"), has retained W Employment Law APC to represent her and other similarly situated current and former employees (collectively, the "Aggrieved Employees") of Universal Protection Service, LP dba Allied Universal, a California corporation (hereinafter, "Defendant" or "Universal Protection") regarding claims of violations of the California Labor Code and other applicable California labor laws. Defendant is a provider of security services, including unarmed security guard services at client locations such as Bank of America branches.

During the relevant statutory period, Defendant employed Plaintiff Erica Rios from on or about August 11, 2023, to the present, as a security guard assigned primarily to the Bank of America location at 11210 Washington Blvd, Whittier, CA 90606 (and previously other sites). Her duties consisted of providing security services at the bank branch. She worked approximately 40 hours per week on a Monday-Tuesday-Thursday-Friday-Saturday schedule, earning an annual compensation of approximately $53,487 (hourly rate reflected in payroll records around $22–$26 per hour depending on the period, with some overtime paid).

Defendant currently employs or formerly employed other similarly situated employees (the "Aggrieved Employees"), who work or have worked for Defendant in California as security guards or in similar non-exempt security positions at client sites. This notice formally serves to inform Defendant of Aggrieved Employees' intent to file a civil action against Defendant for violations of the California Labor Code and will seek recovery of civil penalties under the Private Attorneys General Act of 2004 (the "PAGA") and for injunctive relief for violations of California's labor laws, including, but not limited to claims for Retaliation for Protected Activity (including use of sick leave and complaints about working conditions); Failure to Provide Lawful Meal and Rest Periods or Premium Pay; Failure to Furnish Accurately Itemized Wage Statements; Failure to Reimburse Necessary Business Expenses, Failure to Maintain Accurate Records of Hours Worked, and Failure to Provide Safe and Sanitary Workplace and Retaliation for Reporting Unsafe Conditions.

Based upon these violations, as further detailed below, Defendant violated numerous provisions of California's Labor Code including, but not limited to, violations of **Labor Code §§ 98.6, 1102.5, 226(a), 226.7, 246.5, 512, 1174(d), 1194, 1197, 1198, 2802, 6310, 6311, 6400, 6403, and IWC Wage Order No. 4.**

Facts and Theories Supporting the Alleged Labor Code Violations

On or about August 11, 2023, Plaintiff started working as a security guard for Defendant, assigned primarily to the Bank of America branch located at 11210 Washington Blvd, Whittier, CA 90606. Plaintiff performed her job duties on-site under the direct supervision and control of Defendant's supervisors. At all times during her employment, Plaintiff performed her duties in a non-managerial, hourly capacity as an unarmed security officer. She worked a regular schedule of approximately 40 hours per week.

Defendant periodically reassigned Plaintiff to different security posts, sometimes on the same day or across consecutive days. On these occasions, Plaintiff was often instructed by her supervisor to tell the bank manager at her primary post that she had a family emergency so she could be sent to the new location. These reassignments frequently resulted in Plaintiff being paid at different hourly rates (ranging from approximately $20.00 to $26.00 per hour) without prior notice or consent. In some instances, hours from the same continuous or near-continuous shift were split across different calendar days or recorded in a manner that appeared designed to avoid payment of the correct overtime rate or the higher applicable rate at the assigned post. Plaintiff was not compensated for travel time between posts, and the supervisor told her that Allied "does not pay" for such travel, while other employees received payment for similar travel.

On or about November 6, 2025, Plaintiff became very sick while at work, experiencing severe chest pain and other symptoms. She immediately texted her supervisor explaining that she felt extremely ill and could not continue working. The supervisor informed her that she could not leave until someone came to relieve her. Plaintiff insisted she could not stay due to her worsening condition.

The following day, Plaintiff called off work and visited a doctor, who diagnosed a severe throat infection causing loss of voice and provided a doctor's note excusing her from work. Plaintiff later coughed up blood and received a second doctor's note. While still ill and experiencing significant throat pain, Plaintiff wore a simple black-and-white scarf for warmth. Her supervisor ordered her to remove it, stating it violated uniform policy, despite Plaintiff explaining that it did not interfere with her duties and that she had worn similar items previously without issue. This incident caused Plaintiff significant stress and emotional distress; bank employees witnessed her crying and commented that the supervisor appeared to be excessively monitoring or "stalking" her. Plaintiff was issued a disciplinary warning via text stating this would be the "last time" and that "disciplinary action will be the next step."

This scarf incident was part of a broader pattern of harassment and differential treatment. Plaintiff's supervisor frequently visited her job site and singled her out for minor issues while other guards violated uniform or other rules without consequence. Plaintiff's time-off requests were routinely denied in the scheduling system, with explanations citing lack of coverage, even though other guards were reassigned to cover shifts during her absences. Plaintiff complained internally to HR (by phone and in person) and to corporate, but received inadequate responses or none at all. She was directed back to her manager, who failed to follow up meaningfully.

Plaintiff is informed and believes, and based thereon alleges that the above-described violations are ongoing, systematic, and uniform. If Defendant fails to cure these alleged violations, as stated above, Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law.[1]

Retaliation for Protected Activity (Including Use of Sick Leave and Complaints About Working Conditions)

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[1] Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

Labor Code § 98.6 prohibits retaliation against an employee for exercising any right under the Labor Code. Labor Code § 246.5 prohibits retaliation against an employee for using or attempting to use paid sick leave. Labor Code § 1102.5 provides whistleblower protections for complaining about working conditions or violations of law.

Defendant's conduct toward Plaintiff—including the refusal to allow her to leave when severely ill, the strict and selective enforcement of the scarf/uniform policy while she was medically compromised, the issuance of a disciplinary threat, the pattern of excessive monitoring, the denial of time-off requests, and the failure to remedy unsafe restroom conditions after her complaint—constitutes retaliation and harassment in violation of the foregoing sections. These actions were taken because Plaintiff exercised protected rights to use sick leave, report illness, and complain about unsafe/unhealthy working conditions and unfair treatment. The close temporal proximity between her illness-related complaints, use of protected sick leave, and the adverse actions (including the scarf incident and disciplinary warning) creates a strong inference of retaliation. Plaintiff and similarly situated Aggrieved Employees who engaged in similar protected activity were subjected to the same pattern of retaliation.

Failure to Provide Labor Code Compliant Meal Breaks

Labor Code Section 512 governs the timing, length, duration and frequency of meal break periods, and provides: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Furthermore, Labor Code Section 226.7 provides "(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Per IWC Wage Order No. 4, Section 11, "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee." It provides further that, "if an employer fails to provide an employee a meal 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 meal period is not provided."

Plaintiff and the similarly situated Aggrieved Employees frequently missed their meal breaks due to the demands of providing continuous security coverage at client bank branches and supervisory pressure to remain at their posts. Most of the time it was impossible for them to take an uninterrupted, duty-free lunch break. These circumstances frequently resulted in their not being provided with Labor Code compliant, timely, and duty-free meal breaks. These meal break violations were never properly tracked or recorded by Defendant and Plaintiff and Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant meal break.

Accordingly, throughout the relevant statutory period Defendant actively failed in its lawful obligation to fully relinquish control to permit Plaintiff and Aggrieved Employees an opportunity for their meal breaks by failing to devise mechanisms or provide adequate relief coverage where Plaintiff and Aggrieved Employees could take meal breaks. Despite these known and intentional violations, Defendant never paid Plaintiff and Aggrieved Employees the premium pay penalties equal to one hour at their applicable respective rates of pay for each meal break violation that occurred. This constitutes a violation of Labor Code § 226.7 and the IWC Wage Order No. 4 which mandate California employers' affirmative obligation to provide timely, duty-free meal break periods and payment of premium pay penalties if they fail to do so. Plaintiff and Aggrieved Employees are owed premium pay penalties for each missed meal break for which they were not paid during the statutory period. As stated, during the relevant statutory period, the Plaintiff and the Aggrieved Employees were compensated on an hourly basis with rates that could fluctuate. Thus, even if Defendant had paid premium pay penalties for meal period violations (which they did not), Defendant failed to properly calculate the regular rate when computing those premiums.

Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law for missed meal breaks and the improper failure to pay proper amounts of premium pay penalties for the meal break violations that occurred during the relevant statutory period.

<u>Failure to Provide Labor Code Compliant Rest Breaks</u>

Labor Code § 226.7 provides: "(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Per IWC Wage Order No. 4, Section 12(A) & B "Employers of California employees covered by the rest period provisions of the Industrial Welfare Commission Wage Orders must authorize and permit a net 10-minute paid rest period for every four hours worked or major fraction thereof. 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."

Plaintiff and other Aggrieved Employees frequently missed their rest breaks due to the demands of providing continuous security coverage at client bank branches and supervisory pressure to remain at their posts. This resulted in Plaintiff and Aggrieved Employees not being provided with Labor Code compliant, timely and duty-free rest breaks. These rest break violations were never tracked or recorded by Defendant and Plaintiff and Aggrieved Employees were never paid the premium pay penalties to which they were lawfully entitled for each missed, late, or otherwise non-compliant rest break.

Accordingly, Defendant actively failed in its lawful obligation to fully relinquish control to permit Plaintiff and Aggrieved Employees an opportunity for their rest breaks by failing to implement and enforce a workplace policy or provide adequate relief coverage whereby Plaintiff and Aggrieved Employees could take their lawfully entitled rest breaks. Despite these known and intentional violations, Defendant never paid Plaintiff and Aggrieved Employees the premium pay penalties equal to one hour at their applicable respective rates of pay for each rest break violation that occurred. This constitutes a violation of Labor Code § 226.7 and the IWC Wage Order No. 4 which mandate California employers' affirmative obligation to provide rest break periods and payment of premium pay penalties if they fail to do so. As stated, during the relevant statutory period, the Plaintiff and the Aggrieved Employees were compensated on an hourly basis with rates that could fluctuate. Thus, even if Defendant had paid premium pay penalties for rest period violations, Defendant failed to properly calculate the regular rate when computing those premiums.

Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law for the rest break and premium pay violations that occurred throughout the relevant statutory period.

Failure to Timely Pay All Earned Wages

Labor Code § 204(a) states "All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Under Labor Code § 1194(a), any employee receiving less than the legal overtime compensation or other wages owed is entitled to recover the unpaid balance.

As set forth above, the premium pay owed under Labor Code § 226.7 for missed or non-compliant meal and rest periods constitutes wages. Defendant failed to pay these earned wages on the regular payday as required by Labor Code § 204.

Throughout Plaintiff's employment, Defendant failed to timely pay all wages earned, including premium pay for missed meal and rest periods. Should any Aggrieved Employees separate from employment without having received all such earned wages (including unpaid premiums), Defendant's failure to pay those amounts within the time required by §§ 201–202 would trigger waiting time penalties under § 203.

Accordingly, Plaintiff intends to bring an action under the PAGA for Defendant's violations of Labor Code Sections 204, 226.7, and related provisions, and for recovery of civil penalties for each such violation that occurred as to Plaintiff and the Aggrieved Employees during the statutory period.

Failure to Pay Overtime (Including Improper Split Shifts and Rate Manipulation)

Labor Code § 510(a) provides, "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Employers are required to compensate their non-exempt employees a wage for each and every hour worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandates of Labor Code §§ 510, 1194, and 1198.

As set forth above, Plaintiff and the Aggrieved Employees frequently missed or had interrupted meal and rest periods due to the demands of providing continuous security coverage at client bank branches and supervisory pressure to remain at their posts. The one-hour premium pay required under Labor Code § 226.7 for each such violation constitutes wages that must be included in the regular rate of pay for purposes of calculating overtime.

In addition, Defendant routinely reassigned Plaintiff and the Aggrieved Employees to different security posts and applied different hourly rates without proper notice or consent. In some instances, hours from the same continuous or near-continuous shift were split across different calendar days or recorded in a manner that appeared designed to avoid payment of the correct overtime rate or the higher applicable rate. Defendant failed to pay these premiums and therefore failed to properly calculate and pay overtime at the correct regular rate for hours worked over eight in a day or forty in a week. The pressure to remain on post without proper relief also resulted in off-the-clock work and uncompensated time that should have been paid as overtime.

Plaintiff and the Aggrieved Employees were compensated on an hourly basis. Defendant's failure to include unpaid meal and rest period premiums in the regular rate when calculating overtime, and its failure to compensate all hours worked, constitutes a violation of Labor Code §§ 510, 1194, and 1198.

Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law for the overtime violations that occurred throughout the relevant statutory period.

<u>Failure to Furnish Accurate Wage Statements</u>

At all times relevant, Labor Code § 226 requires Defendant to provide an accurate wage statement in writing each and every pay period that includes nine categories of information specified by law. The following information to be listed on employees' pay stubs:

1. Gross wages earned;
2. Total hours worked;
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
4. All deductions (all deductions made on written orders of the employee may be aggregated and shown as one item);
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and the last four digits of her or her social security number or an employee identification number other than a social security number;
8. The name and address of the legal entity that is the employer, and if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of the employer; and
9. All applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

As stated, Plaintiff and the Aggrieved Employees worked security shifts during which they were frequently unable to take compliant, duty-free meal and rest periods due to the demands of the post and supervisory pressure. Defendant failed to pay the required premium pay under Labor Code § 226.7 for each missed, late, or non-compliant meal or rest period. Because these premium payments constitute wages, they must be included on the wage statements. Defendant's paystubs, however, never reflected any payment of premium pay penalties for missed or noncompliant meal and rest periods. In addition, Defendant's timekeeping practices failed to accurately capture all hours worked and break compliance. Consequently, the pay stubs Defendant issued were never complete or accurately itemized as required by Labor Code § 226(a).

The deficiencies in Plaintiff and Aggrieved Employees' wage statements were not one-off, clerical mistakes or omissions. Defendant was aware of the working conditions at its security posts and of Plaintiff's complaints regarding illness and inability to take breaks, yet it knowingly and intentionally failed to record or pay the required premiums and to accurately itemize the wage statements. This constitutes a violation of Labor Code § 226(a).

As provided by California Labor Code Section 226(e), employees may recover penalties if they suffer an injury because of an employer's knowing and intentional failure to comply with the statute. Plaintiff and Aggrieved Employees are entitled to recover the greater of actual damages or fifty dollars ($50) for the initial violation or one hundred dollars ($100) for each violation in a subsequent pay period, subject to a maximum aggregate penalty of four thousand dollars ($4,000), plus an award of costs and reasonable attorney's fees. In addition, Labor Code § 226.3 provides for civil penalties for violations of § 226(a).

Plaintiff intends to bring an action under the PAGA for Defendant's repeated violations of Labor Code § 226(a) during the statutory period and will seek recovery of the applicable civil penalties for each such violation that occurred as to Plaintiff and each of the Aggrieved Employees.

Failure to Reimburse Necessary Business Expenses

Pursuant to Labor Code § 2802, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Pursuant to Labor Code § 2802, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Plaintiff and the Aggrieved Employees were required to travel between different assigned security posts. This travel required the use of personal vehicles and the incurrence of mileage expenses beyond their normal commute. Defendant's supervisor instructed Plaintiff to lie to bank managers about family emergencies in order to reassign her to other posts and failed to reimburse her for the resulting mileage, while reimbursing other employees for similar travel. This constitutes a violation of Labor Code § 2802.

Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law for the failure to reimburse necessary business expenses that occurred throughout the relevant statutory period.

Failure to Provide Safe and Sanitary Workplace and Retaliation for Reporting Unsafe Conditions

Labor Code §§ 6400 and 6403 require employers to provide a safe and sanitary place of employment. Labor Code §§ 6310 and 6311 prohibit retaliation against an employee for complaining about unsafe or unhealthy working conditions.

At certain assigned posts, Defendant provided extremely unsanitary and unsafe restroom facilities that were never cleaned, serviced, or replaced. Plaintiff complained about these hazardous conditions via text message, which was forwarded to a supervisor. Defendant failed to remedy the conditions. This violated Employer's duty to provide a safe and sanitary workplace and constituted retaliation for Plaintiff's protected health-and-safety complaint.

Plaintiff and similarly situated Aggrieved Employees who worked at locations with similar unsafe and unsanitary conditions and who complained about them were subjected to the same violations.

This constitutes violations of Labor Code §§ 6400, 6403, 6310, and 6311.

Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law for these violations that occurred throughout the relevant statutory period.

Conclusion

In sum, as has been factually alleged, Defendant violated among other statutes and regulations **Labor Code §§ 98.6, 1102.5, 226(a), 226.7, 246.5, 512, 1174(d), 1194, 1197, 1198, 2802, 6310, 6311, 6400, 6403, and IWC Wage Order No. 4.** Plaintiff on her own behalf and on behalf of all similarly situated Aggrieved Employees, seeks to recover any and all applicable statutory penalties, interest, and attorneys' fees and civil penalties as provided under Labor Code § 2699.3(f).

Plaintiff requests that the LWDA to investigate the above claims and to provide notice of the investigation under PAGA's provisions. Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that she may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Very truly yours,

W EMPLOYMENT LAW GROUP

Jacob N. Whitehead, Esq.

JNW/mm