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May 12, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

BLB Enterprises, Inc. dba Patrol One
P.O. BOX 5487
ORANGE, CA 92863

Re: *Mize v. BLB Enterprises, Inc. dba Patrol One*

Dear BLB Enterprises, Inc. dba Patrol One:

This office represents Rexina Mize. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime, minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, pay wages on termination, to reimburse business expenses, to provide a uniform maintenance allowance, to pay reporting time pay, to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and

future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against BLB Enterprises, Inc. dba Patrol One. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 4)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendant failed to pay Plaintiff and the Class for any off the clock work they performed.

Defendant required Plaintiff and the Class to regularly perform compensable tasks off-the-clock for which they did not receive any compensation. Specifically, at all times relevant, Plaintiff and Class members consistently worked hours for which they were not paid. Plaintiff was required to receive a “pass down” briefing from the prior guard before clocking in approximately 2 times per week, for approximately 5 to 10 minutes each time. Plaintiff was also required to wait for the next guard to arrive after clocking out approximately 2 times per week for approximately 10 minutes each time. Additionally, Plaintiff and Class members were required to communicate with supervisors via their personal cell phones off the clock approximately 4 times per week, for approximately 5 minutes per occurrence, including receiving calls and texts from management regarding post assignments and instructions to alter Paycom records.

As a result, and because they improperly treated such off-the-clock work as not compensable, Defendant failed to compensate Plaintiff and the Class for such time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 558, 1194, 1194.3, 1198; IWC Wage Order No. 4)

Under California law, non-exempt employees as defined by Wage Order No. 4, are entitled to premium wages for overtime worked. Plaintiff and Class members engaged in off the clock work for which they were not compensated. Additionally, Defendant failed to properly incorporate bonuses into the regular rate of pay when calculating overtime compensation. As a result, Plaintiff and Class members were not paid overtime for their off the clock work and were not paid at the proper overtime rate.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class Members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order No. 4)

Defendant failed to satisfy minimum wage requirements. As a result of not being afforded compliant meal breaks/rest breaks, and as a result of Defendant's failure to compensate Plaintiff and Class members for off-the-clock work, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 4.

D. FAILURE TO PROVIDE MEAL PERIODS

(Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4)

Defendant failed to provide compliant meal periods to Plaintiff and Class members in violation of Labor Code §§ 226.7, 512 and Wage Order No. 4. Plaintiff worked alone at guard posts with no one to relieve her during a meal break. Despite this, Defendant had a policy of requiring employees to clock out for a meal period in the Paycom timekeeping system even when employees did not actually receive a meal break. Defendant's management, including Plaintiff's supervisor, instructed Plaintiff and Class members to add fictitious meal break entries to their Paycom records. Available earning statements show no meal break premium pay despite numerous shifts of five or more hours in which no compliant meal break was provided.

By virtue of Defendant's unlawful failure to provide legally compliant meal periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendant failed to provide compliant rest periods as required by Labor Code § 226.7 and Wage Order No. 4. Plaintiff worked 8-hour shifts and was never provided a first or second 10-minute rest break. No rest break premium pay appears on any available earning statements. Defendant did not pay the one additional hour of pay at the regular rate for each day rest breaks were not provided as required by law.

By virtue of Defendant's unlawful failure to provide compliant rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §226; IWC Wage Order No. 4)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime compensation, minimum wages, and premium pay for meal/rest periods not properly afforded, were not included in gross wages earned by Plaintiff and members of the Class. Additionally, Defendant failed to incorporate bonus payments into the regular rate of pay for overtime purposes, resulting in inaccurately stated overtime amounts on wage statements.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, minimum wages, and premium pay for meal/rest periods not provided, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO PAY WAGES ON TERMINATION

(Cal. Labor Code §§ 201-203; IWC Wage Order No. 4)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff and Class members were not paid for all the wages they were owed when their employment with Defendant ended. Plaintiff and Class members are still owed wages for overtime compensation, minimum wages, premium pay for failure to afford compliant meal/rest breaks, reporting time pay and other wages.

H. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802; IWC Wage Order No. 4)

Defendant was aware that Plaintiff and Class members were using their personal cell phones for work-related activities, including texting and calling supervisors, downloading work applications such as Paycom, and taking photographs, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Although Defendant paid a nominal "Phone Allowance" of only \$5.00 per week, this amount was wholly insufficient to reimburse Plaintiff and Class members for their actual business-related cell phone expenses. Additionally, Plaintiff and Class members were

required to drive their personal vehicles to guard post locations 30 or more miles away, and Defendant denied their requests for mileage reimbursement. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not properly reimbursing Plaintiff and Class members for their work-related expenses incurred in using their personal cell phones and vehicles for work-related purposes.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

I. FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE
(Cal. Labor Code §2802 and Wage Order No. 4)

Defendant required Plaintiff and Class members to wear uniforms bearing the company logo. Defendant failed to maintain these uniforms and failed to pay Plaintiff and Class members a uniform maintenance allowance. Plaintiff and Class members were required to pay for uniform cleaning and maintenance out of pocket and were not reimbursed therefor.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not provided a weekly maintenance allowance. An employer may never impose a financial burden on employees, with respect to maintaining uniforms, which would reduce the employees' wage rate below the minimum wage.

J. FAILURE TO PAY REPORTING TIME PAY
(IWC Wage Order No. 4)

Defendant had a policy and practice that required Plaintiff and Class members to report for scheduled shifts but then sent them home within the first two hours of their scheduled shifts approximately 30% of the time because they were filling in for another employee whose regular shift was about to begin. Available time records show shifts of less than two hours on multiple occasions throughout the Class Period. However, Defendant did not pay any additional reporting time pay for these shortened shifts.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid reporting time pay.

K. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5, IWC Wage Order No. 4)

On or about May 12, 2026, Plaintiff's counsel issued a written request to you for copies of her personnel records and payroll records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

L. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§ 17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.