



Arin | James LLP

*On behalf of the employee.*

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January 31, 2024

**Via Online Electronic Filing**

California Labor and Workforce  
Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

**Via Certified Mail**

Treston Security Services, Inc.  
Maynor Emmanuel Dardon  
Mark Daniel Treston  
Jose Gomez  
George O. Casillas  
9836 Atlantic Ave., Suite 208  
South Gate, CA 90280

Manuel Castro  
Agent for Service of Process  
11463 Winchell Street  
Whittier, CA 90608

Re: **Jason Harris Wage and Hour Claims Against Treston Security Services, Inc.**

Dear Labor and Workforce Development Agency, Treston Security Services, Inc. and others identified above:

Please be advised that Jason Harris ("Mr. Harris") has retained our firm to represent him for claims against his employers Defendants Treston Security Services, Inc., Maynor Emmanuel Dardon, Mark Daniel Treston, Jose Gomez and George O. Casillas (collectively "Defendants"). This correspondence shall serve as Mr. Harris's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Mr. Harris and all other aggrieved employees against Defendants. Mr. Harris provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Mr. Harris desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Mr. Harris also intends to represent all other non-exempt employees who



performed work for Defendants in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Mr. Harris alleges that Defendants committed the following against him and all other non-exempt employees in California:

**Factual Background:**

Treston Security Services, Inc. ("Treston") is a California corporation. Treston is security company providing security services to businesses throughout California. Messrs. Dardon, Treston, Gomez, Casillas are officers and/or directors of Treston. Defendants employed Mr. Harris as a non-exempt security guard from approximately November 2023 to January 2024. Mr. Harris was paid hourly and worked the Los Angeles County area. Mr. Harris worked full time throughout his employment at Defendants and routinely worked overtime.

**Defendants' Labor Code and IWC Wage Order Violations:**

Defendants denied Mr. Harris and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, Defendants failed to pay Mr. Harris and other non-exempt employees for all hours worked, failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay them all minimum, regular, and overtime wages owed, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, failed to pay them on a weekly basis, and failed to timely pay all wages due during and upon separation of employment.

Specifically, Defendants committed the following Labor Code violations against Mr. Harris and other non-exempt employees:

1. Defendants violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Mr. Harris and other non-exempt employees the opportunity to take compliant and off-duty meal periods within the first 5 hours of work for shifts in excess of 5 hours and by also not providing Mr. Harris and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Defendants did not pay the requisite meal period premium pay of an additional hour of wages on such occasions. Mr. Harris did not clock out and in for meal periods. Instead, Defendants automatically deducted 30 minutes from Mr. Harris' time based the assumption that he took compliant meal periods. Automatic deductions of time is not



permissible, however, as the applicable Wage Order requires meal periods to be accurately recorded on employees' time records. Moreover, Defendants' time records were not based on the facts. For example, Defendants routinely did not permit Mr. Harris and other non-exempt employees to take their meal periods before the end of the fifth hour for the first meal break and as such, they took the first meal periods late. Similarly, Defendants routinely did not permit Mr. Harris and other non-exempt employees to take the second meal periods within the first 10 hours of work and as such, they took the second meal periods late.

2. Additionally, Defendants violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by not authorizing or permitting Mr. Harris and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Defendants did not authorize or permit Mr. Harris and other non-exempt security guard employees to take legally compliant rest breaks. Mr. Harris and other non-exempt guards worked 12-hour shifts entitling them to at least three rest breaks for every 4 hours of work. Defendants, however, only permitted Mr. Harris and other non-exempt employees to take two rest breaks. Defendants did not pay the requisite rest period premium pay of an additional hour of wages for missed rest breaks. Furthermore, Defendants did not provide adequate resting facilities for Mr. Harris and other non-exempt employees to take breaks.

3. Defendants violated Labor Code §§ 558, 1194, 1197, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Mr. Harris and other non-exempt employees their minimum wage for all hours worked. Specifically, Defendants failed to pay Mr. Harris and other non-exempt employees for days and hours worked. For example, Mr. Harris and other non-exempt employees were never paid for complete days that they worked. Additionally, Mr. Harris and other non-exempt employees would be required to stay past the of their shift to be relieved by another security guards. Mr. Harris and other non-exempt employees would often be required to stay 10 to 30 minutes past the scheduled end of their shift. Mr. Harris and other non-exempt employees would clock out when they were actually relieved by another security guard but Defendants' time records did not reflect the actual time that was clocked out. Instead, Defendants would pay Mr. Harris and other non-exempt employees based on the scheduled time and Mr. Harris and other non-exempt employees would not be paid for time worked post the scheduled end of their shift. As such, Defendants did not pay Mr. Harris and other non-exempt employees for all hours worked. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Harris's and other non-exempt employees' time worked that resulted in systematically undercompensating employees. Defendants' rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Harris and other non-exempt employees. As a result, Mr. Harris and other nonexempt employees did not receive the statutory minimum wage for all time suffered



or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, after the twelfth hour and/or forty hours in a workweek.

4. Defendants violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Mr. Harris and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day, over 12 hours in a day or 40 hours in a workweek. Specifically, Mr. Harris and other non-exempt employees worked regular and/or overtime hours but Defendants never compensated nor accounted for that overtime work. Mr. Harris’ and other non-exempt employees’ timesheets would not show any overtime hours worked even though they worked overtime. Additionally, Mr. Harris and other non-exempt employees would be required to stay past the of their shift to be relieved by another security guards. Mr. Harris and other non-exempt employees would often be required to stay 10 to 30 minutes past the scheduled end of their shift. Mr. Harris and other non-exempt employees would clock out when they were actually relieved by another security guard but Defendants’ time records did not reflect the actual time that was clocked out. Instead, Defendants would pay Mr. Harris and other non-exempt employees based on the scheduled time and Mr. Harris and other non-exempt employees would not be paid for time worked post the scheduled end of their shift. As such, Defendants did not pay Mr. Harris and other non-exempt employees for all hours worked. Moreover, Defendants had a policy and/or practice of unlawfully rounding Mr. Harris’s and other non-exempt employees’ time worked that resulted in systematically undercompensating employees. Defendants’ rounding policy and/or practice was not fair and neutral on its face and was applied in a way that favored the underpayment of Mr. Harris and other non-exempt employees. As a result, Mr. Harris and other nonexempt employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday, twelfth hour in a workday and/or forty hours in a workweek.

5. Defendants violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Defendants’ failure to record the proper beginning and end of each meal period on Mr. Harris’s and other non-exempt employees’ time records, failure to account for time worked off the clock, failure to account for overtime hours and improper rounding.

6. Defendants violated Labor Code § 226(a) by issuing wage statements that did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, did not include time and payment for all hours worked, included improper rounded time, did not account for time worked off the clock. As such,



Defendants violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Mr. Harris and other non-exempt employees.

7. Defendants violated Labor Code sections 201-204 by failing to pay all wages during employment and upon separation of employee to Mr. Harris and other non-exempt employees, including without limitation, by not paying employees for all hours worked, by not paying employees on a timely basis, by failing to pay Mr. Harris and other non-exempt employees for the time spent after clocking out, as well as minimum and overtime wages for all hours worked.

8. Defendants violated Labor Code §§ 450, 451, 2802 and the applicable Wage Order by failing to reimburse for necessary business expenditures. Defendants failed to reimburse Mr. Harris and other non-exempt employees that were incurred in the discharge of their duties. For example, Mr. Harris and other non-exempt security guards were required to use their personal cell phones to scan locations on patrol on an app called TCP Humanity and to respond to text messages and phone calls from superiors or to report incidents during their scheduled shifts. Mr. Harris and other non-exempt security guards did not receive any reimbursement for the use of their personal cell phones, as required by law.

9. Defendants violated Labor Code § 201.3 by failing to pay Mr. Harris and other non-exempt security guards on a weekly basis. In California, non-exempt security guards are required to be paid on a weekly basis but Defendants paid Mr. Harris and other non-exempt security guards every two weeks (i.e., bi-weekly), in violation of California law. As such, Defendants violated Labor Code § 201.3 and is subject to appropriate penalties.

Mr. Harris will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of himself and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Harris becomes aware of additional compensation owed to him or other losses incurred by his or by any other non-exempt employee of Defendants, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

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Very truly yours,

Arin | James LLP

A handwritten signature in black ink, appearing to be a stylized 'A' or 'J' with a long horizontal stroke.

Arin Norjianian  
James Demerjian

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