

# OTTINGER

## EMPLOYMENT LAWYERS

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**Via Online Submission: [www.dir.ca.gov](http://www.dir.ca.gov)**

California Labor & Workforce Development Agency  
800 Capitol Mall, Suite 5000 (MIC-55)  
Sacramento, CA 95814  
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**CERTIFIED MAIL (RETURN RECEIPT)**

Allied Universal Security Services  
113 Sunridge Street  
Playa Del Ray, CA 90293

**Re: PAGA Notice Pursuant to California Labor Code § 2699**

To Whom It May Concern:

This office represents ShaMeeka Wiggins with respect to her claims against Allied Universal Security Services, LLC, (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an employer or person acting on behalf of an employer pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as “Allied”)

This letter serves as ShaMeeka Wiggins written notice to the Labor and Workforce Development Agency (“LWDA”) and the Company of the alleged Labor Code violations that Allied committed against her and all other current and former aggrieved hourly paid non-exempt employees in

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<sup>1</sup> ShaMeeka Wiggins does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. ShaMeeka Wiggins will amend this notice when the true names and capacities are known. ShaMeeka Wiggins is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused ShaMeeka Wiggins and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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California. ShaMeeka Wiggins provides this notice in accordance with the reporting requirements of California Labor Code section 2699.3. Therefore, pursuant to Labor Code § 2699(a), and by way of this letter, ShaMeeka Wiggins desires to file a civil action to enforce her rights and seek penalties for violations of the Labor Code on behalf of the State of California and all current and former aggrieved hourly paid non-exempt employees in California.

Allied Universal Security Services is a California Limited Liability Partnership located at 113 Sunridge Strett, Playa Del Ray, CA 90293

Allied employed ShaMeeka Wiggins as an hourly-paid non-exempt Night Shift Supervisor from approximately February 9, 2023 to October 1, 2023 in the State of California. ShaMeeka Wiggins' job duties included those duties typical of Supervisor's in the Security Industry. Allied directly controlled the wages, hours and/or working conditions of ShaMeeka Wiggins and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The aggrieved employees that ShaMeeka Wiggins may seek penalties on behalf of in a representative capacity are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Allied within the State of California (collectively referred to herein as aggrieved employees).

Pursuant to *Huff v. Securitas Security Services*, (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, ShaMeeka Wiggins has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at Allied, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency. See also *Adolph v. Uber Techs., Inc.*, (2023) 14 Cal. 5th 1104, 1120, 682 (an employee has standing to bring a representative action on behalf of fellow employees upon sustaining a Labor Code violation committed by his or her employer.)

Allied has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of ShaMeeka Wiggins and the aggrieved employees are based upon the following facts and theories:

## **1. FAILURE TO PAY FOR ALL TIME WORKED/MINIMUM WAGE**

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require

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payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage for all hours worked in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 3d 314, 324.

Allied failed to pay ShaMeeka Wiggins and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Allied had a policy and practice of paying ShaMeeka Wiggins and the other aggrieved employees less than the applicable minimum wage for all hours worked. Specifically, during the relevant period, Allied regularly required ShaMeeka Wiggins and the aggrieved employees to perform work off-the-clock. This off-the-clock work included, *inter alia*: supervisor duties, guard duties, training classes. In addition, Allied utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to ShaMeeka Wiggins and aggrieved employees.

ShaMeeka Wiggins and the aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1 and 1199; and attorneys’ fees and costs.

## 2. FAILURE TO PAY OVERTIME

Labor Code section 510 requires “[a]ny 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;” and “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;” and “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.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections. California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.”

Allied failed to pay ShaMeeka Wiggins and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Specifically, during the relevant period, Allied regularly required ShaMeeka Wiggins and the aggrieved employees to perform work off-the-clock. This off-the-clock work included, *inter alia*: performing her required duties pre and post-shift, and during meal breaks. As a result, Allied failed to pay ShaMeeka Wiggins and the aggrieved employees all overtime hours at the regular rate of pay.

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Allied also regularly required ShaMeeka Wiggins and the aggrieved employees to work seven days in a row. As a result, Allied failed to pay ShaMeeka Wiggins and the aggrieved employees all overtime hours at twice the regular rate of pay.

In addition, Allied utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to ShaMeeka Wiggins and Aggrieved Employees.

ShaMeeka Wiggins and the aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

### **3. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS**

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Allied failed to provide ShaMeeka Wiggins and the aggrieved employees with legally compliant 30-minute meal periods. ShaMeeka Wiggins and the aggrieved employees were required by Allied to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, ShaMeeka Wiggins and the aggrieved employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Allied regularly required ShaMeeka Wiggins and the aggrieved employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Allied's policies, practices, and procedures were responsible for the violations alleged above and prevented ShaMeeka Wiggins and the aggrieved employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Allied did not have legally compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Allied's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Allied failed to adequately inform and train ShaMeeka Wiggins and the aggrieved employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Allied failed to adequately inform and train ShaMeeka Wiggins and the aggrieved employees about their right to premium wages for non-compliant meal periods; (5) Allied failed to ensure that there was adequate staffing to allow ShaMeeka Wiggins and the aggrieved employees to take timely, uninterrupted, and duty-free meal periods; (6) Allied required ShaMeeka Wiggins and the aggrieved employees to respond to work-related requests at all times, including during meal periods; and (7) Allied's policy and culture

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prevented ShaMeeka Wiggins and the aggrieved employees from taking timely, uninterrupted, and duty free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

ShaMeeka Wiggins and the aggrieved employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Allied violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

ShaMeeka Wiggins and the aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

#### **4. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS**

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Allied failed to authorize and permit ShaMeeka Wiggins and the aggrieved employees to take legally compliant 10-minute rest periods. Allied required ShaMeeka Wiggins and other aggrieved employees to work through rest periods. ShaMeeka Wiggins and the aggrieved employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, ShaMeeka Wiggins and the aggrieved employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, ShaMeeka Wiggins and the aggrieved employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257.

Allied's policies, practices, and procedures were responsible for the violations alleged above and prevented ShaMeeka Wiggins and the aggrieved employees from taking timely and complete rest periods because, amongst other reasons: (1) Allied did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Allied management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Allied failed to adequately inform and train ShaMeeka Wiggins and the aggrieved employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Allied failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Allied failed to ensure that there was adequate staffing to allow ShaMeeka Wiggins and the aggrieved employees to take timely, uninterrupted, and duty-free rest periods; (6) Allied required ShaMeeka Wiggins and the aggrieved employees to respond to work-related requests at all times, including during rest periods; and (7) Allied's policy and culture prevented ShaMeeka

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Wiggins and the aggrieved employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

ShaMeeka Wiggins and the aggrieved employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Allied violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

ShaMeeka Wiggins and the aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

## **5. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Allied failed to pay ShaMeeka Wiggins and other aggrieved employees all wages they were owed including, *inter alia*, straight time/regular rate wages, minimum wages, overtime compensation, meal and rest period premiums, or any other wages as they came due (e.g., gratuities, commissions, bonuses, vacation pay, etc) uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks] within any time period specified by California Labor Code sections 204 and 210. Accordingly, Allied violated California Labor Code section 204(a).

ShaMeeka Wiggins and aggrieved employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

## **6. FAILURE TO TIMELY PAY ALL WAGES UPON SEPARATION OF EMPLOYMENT**

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and

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205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, upon the separation of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Allied failed to pay ShaMeeka Wiggins and aggrieved employees all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Allied's practices of requiring ShaMeeka Wiggins and aggrieved employees to [work off the clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Allied failed to pay ShaMeeka Wiggins and aggrieved employees for all for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Allied also failed to pay ShaMeeka Wiggins and aggrieved employees for meal period premiums and rest period premiums they were owed, amongst other wages. Allied also failed to pay ShaMeeka Wiggins and aggrieved employees at the correct rate of pay for [meal period premiums and rest period premiums they were owed, sick time, overtime, vacation or PTO], amongst other wages. During the relevant time period, Allied also failed to include all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and incentives in ShaMeeka Wiggins and other aggrieved employees' regular rate of pay for purposes of overtime compensation and meal and rest break premium compensation which was due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code sections 203 and 210.

ShaMeeka Wiggins and other aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

## **7. FAILURE TO TIMELY PAY VACATION**

California Labor Code section 227.3 requires that if an employer discharges an employee, any unused vested vacation time shall be paid as wages at employee's final rate at the time of discharge immediately upon separation of employment. During the relevant time period, upon the separation of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Allied failed to pay ShaMeeka Wiggins and aggrieved employees all unused vested vacation due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. In so doing, Allied violated Labor Code § 227.3.

ShaMeeka Wiggins and other aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

## **8. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

During the relevant time period, Allied did not provide ShaMeeka Wiggins and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Allied were in violation of California Labor Code section 226(a).

As a result of the practices described herein, the wage statements provided to ShaMeeka Wiggins and other aggrieved employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to ShaMeeka Wiggins and other aggrieved employees failed to list the number of piece rate units earned and applicable piece rate in effect. The wage statements provided to ShaMeeka Wiggins and other aggrieved employees failed to include all deductions. The wage statements provided to ShaMeeka Wiggins and other aggrieved employees failed to include all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee. The wage statements provided to ShaMeeka Wiggins and other aggrieved employees also failed to include the name of the legal entity that employed ShaMeeka Wiggins and other aggrieved employees. Accordingly, Employers violated California Labor Code section 226(a).

ShaMeeka Wiggins and aggrieved employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys’ fees and costs.

## **9. FAILURE TO MAINTAIN ACCURATE RECORDS**

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years.

During the relevant time period, Allied failed to maintain accurate records relating to ShaMeeka Wiggins and aggrieved employees’ work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Allied violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

ShaMeeka Wiggins and aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable

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IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

## **10. FAILURE TO REIMBURSE NECESSARY EXPENDITURES**

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job.

During the relevant time period, ShaMeeka Wiggins and the aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ShaMeeka Wiggins. These costs include, but are not limited to costs associated with inline training and guard card.

Accordingly, Allied violated the IWC Orders and California Labor Code sections 2800 and 2802. ShaMeeka Wiggins and the aggrieved employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

## **11. FAILURE TO PROVIDE DAY OF REST**

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Allied required ShaMeeka Wiggins and aggrieved employees to work seven days in a row or more without one day's rest.

Accordingly, Allied violated the IWC Orders and California Labor Code sections 551 and 552. ShaMeeka Wiggins and aggrieved employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 558; and attorneys' fees and costs.

## **12. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE**

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("Huff"), as an aggrieved employee, ShaMeeka Wiggins has standing, and intends, on behalf of LWDA, to pursue civil penalties against Allied for any and all other Labor Code violations committed by Allied. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Allied for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Allied.

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California Labor Code section 2699.3 requires ShaMeeka Wiggins to send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.



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Robert Ottinger  
Lynsey Johnson  
The Ottinger Firm, P.C.