



June 20, 2024

VIA ELECTRONIC SUBMISSION AND CERTIFIED MAIL

Attn: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Marick Mata, et al. v. Off Duty Services, Inc., et al.

K&C Client: Marick Mata & Noel Latorre

K&C File No.: 9300.0918

**Subject: Notice of Representative Action Pursuant to the Private
Attorneys General Act of 2004**

Dear PAGA Administrator:

This office represents Marick Mata (“Mr. Mata”) and Noel Latorre (“Mr. Latorre” and collectively referred to as “Plaintiffs”). Pursuant to Labor Code sections 2698, *et seq.*, and the Private Attorneys General Act of 2004 (“the Act”), we are providing written notice that Plaintiffs’ employer, Off Duty Services, Inc. (“ODS”) and any and all related entities (collectively referred to as “Defendants”), is in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiffs and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

STATEMENT OF FACTS

Mr. Mata and Mr. Latorre have been employment by Defendants as security guards since in or around April 2024 and on or about February 5, 2024, respectively. At all times throughout Plaintiffs’ employment with Defendants, Defendants have classified Plaintiffs as hourly non-exempt employees.

Neither at the time of Plaintiffs’ hire, nor any time thereafter, did Defendants provide Plaintiffs with a written notice communicating the following: the rate or rates of pay and basis thereof; allowances, if any, claimed as part of the minimum wage; the regular payday designated by the employer; the name of the employer, including “dba” names used; the physical address of the employer’s main office of principal place of business; the telephone number of the employer; contact information of the employer’s workers’ compensation insurance carrier; that employee may accrue and use sick leave, among other things related; and any other information the Labor Commissioner deems material and necessary.

Plaintiffs are informed and believe that Defendants failed to provide any of its non-exempt employees with the requisite notice and continue to fail to do so.

Despite Defendants obligation to provide Plaintiffs and other non-exempt employees with timely, duty-free, and uninterrupted meal periods, Defendants failed to provide or give Plaintiffs the opportunity to take such meal periods. Defendants were well aware of Plaintiffs lack of compliant meal periods as Plaintiffs were rarely, if ever, able to or given the opportunity to clock out for such, which Plaintiffs' timecards will suggest. Moreover, regardless of whether or not Plaintiffs clocked out for meal periods, Plaintiffs were always required to have their radios with them at all times and respond to any such calls, messages, etc. Additionally, at no point did Defendants provide Plaintiffs with compliant rest periods. Plaintiffs were required to have either their radio with them at all times, including during any such meal and rest periods, to be available to respond to any calls or issues. As a result, Plaintiffs and many, if not all, security guards were on-call if they were ever able to attempt to take meal and/or rest periods and were expected to answer calls at all times. As such, Plaintiffs quite literally have never been provided with compliant meal and/or rest periods throughout their employment with Defendants.

As Defendants' own records for Plaintiffs indicate, at no point during Plaintiffs' employment with Defendants have Defendants provided Plaintiffs with meal and/or rest premium wages equal to one (1) hours' worth of pay at their regular rate of pay in lieu of Defendants' non-compliant meal and rest periods for Plaintiffs.

Plaintiffs are informed and believe that Defendants failed to provide and continue to fail to provide compliant meal and rest periods, or premium wages in lieu thereof, to all other current and former non-exempt security guards, at a minimum.

As Plaintiffs' and, upon information and belief, all of Defendants' covered employees' wage statements show, Defendants failed, and continue to fail, to notify employees each pay period of the accrued paid sick leave they have available for use on their wage statements or on a document issued the same day as the employees' paychecks.

As a result of the above, Defendants failed, and continue to fail, to pay all wages including minimum and overtime wages, to maintain accurate records, to provide accurate itemized wage statements showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, and to pay all wages due and payable at separation of employment, among other things.

Plaintiffs are informed and believe that Defendants failed and continue to fail to pay all wages, failed to maintain accurate records, failed to provide accurate itemized wage statements, and failed to pay all wages due and payable at separation of employment to all other current and former non-exempt employees, at a minimum.

Upon information and belief, all current and/or former non-exempt security guards, at a minimum, employed by Defendants are aggrieved employees as defined under California Labor

Code section 2699(c). Upon information and belief, each of the non-exempt employees were/are subject to similar, if not the same, violations as Plaintiffs.

Therefore, Plaintiffs hereby provide notice that they intend to seek civil penalties, in a representative capacity on behalf of all such aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code § 1194 (Failure to Pay Minimum Wage);
2. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);
3. Labor Code §§ 201 and 202 (Failure to Timely Pay Wages);
4. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
5. Labor Code § 2810.5 (Failure to Provide Compliant Notice to Employee);
6. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
7. Labor Code § 246 (Failure to Notify of Paid Sick Leave Accrual);
8. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements); and
9. Labor Code §§ 201 and 203 (Failure to Pay All Wages Due and Payable at Separation of Employment).

CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendant for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants' agent for service by certified mail.

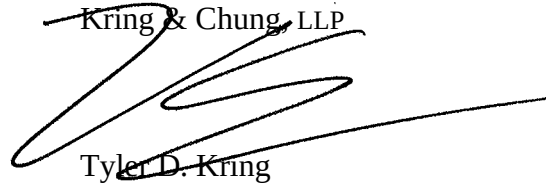
If you have any questions or require additional information, please do not hesitate to contact us.

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Thank you for your attention to this matter.

Very truly yours,

Kring & Chung, LLP

A handwritten signature in black ink, appearing to be 'Tyler D. Kring', written over the printed name.

Tyler D. Kring

(tkring@kringandchung.com)
TDK

cc: Via Certified Mail

Off Duty Services, Inc.
Attn.: Human Resources
580 Westlake Park Blvd, Ste. 400
Houston, TX 77079

Amanda Garcia
As Agent for Service of Process of Off Duty Services, Inc.
330 N Brand Blvd
Glendale, CA 91203