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Kern County Superior Court
By Alexandra Valles, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

CAYCE CHERNENKO, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

TRANS-WEST SECURITY
SERVICES, INC., a California
corporation; TRANS-WEST
SERVICES, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: BCV-24-104212

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Cayce Chernenko, as an aggrieved employee pursuant to the Private Attorneys
2 General Act (“PAGA”), on behalf of the State of California and other non-party Aggrieved
3 Employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This is an enforcement action under the Labor Code Private Attorneys General
6 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
7 and any other available relief on behalf of Plaintiff, the State of California, and other current
8 and former employees who worked for Defendants in California as a non-exempt, hourly paid
9 employee and received at least one wage statement and against whom one or more violations
10 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
11 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
12 Order were committed, as set forth in this complaint, at any time between one year prior to the
13 filing of the pre-filing written notice to the Labor and Workforce Development Agency
14 (“LWDA”) in this case on September 26, 2024, until judgment (“non-party Aggrieved
15 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
16 \$75,000.

17 2. This Court has jurisdiction over this action pursuant to the California
18 Constitution, Article VI, section 10. The statute under which this action is brought does not
19 specify any other basis for jurisdiction.

20 3. This Court has jurisdiction over all Defendants because, on information and
21 belief, Defendants are either citizens of California, have sufficient minimum contacts in
22 California, or otherwise intentionally avail themselves of the California market so as to render
23 the exercise of jurisdiction over them by the California courts consistent with traditional
24 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
25 in this action given that the State of California, as the real party in interest in this action, is not
26 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
27 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
28 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction

1 in this action, and that diversity jurisdiction cannot be established when Plaintiff's share of the
2 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

3 4. Venue is proper in this Court, because Defendants filed Statement of
4 Information forms with the California Secretary of State designating a California principal
5 place of business in Bakersfield, County of Kern, in accordance with California Corporations
6 Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court
7 because Defendants employ persons in this county, and employed Plaintiff in this county, and
8 thus a substantial portion of the transactions and occurrences related to this action occurred in
9 this county.

10 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
11 Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private
12 attorneys general their current or former employers for various civil penalties for violations of
13 various provisions in the California Labor Code.

14 **THE PARTIES**

15 6. Plaintiff Cayce Chernenko is a resident of Bakersfield, in Kern County,
16 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
17 approximately September 2022 to October 2023. Plaintiff worked for Defendants as a
18 Security Guard, assigned to work at various jobsites throughout Kern County, California.
19 During his employment, Plaintiff typically worked eight (8) or more hours per day and five
20 (5) days per week. At the time his employment ended, Plaintiff was compensated
21 approximately \$17.50 per hour. His job duties included, without limitation, monitoring and
22 securing jobsites.

23 7. On information and belief, Defendants required some employees, including
24 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
25 employment. On further information and belief, Defendants' arbitration agreement was and is
26 both procedurally and substantively unconscionable. Specifically, Defendants presented
27 employees with an "Arbitration Agreement" during the onboarding process or during their
28 employment, which had to be reviewed and acknowledged immediately. Specifically, the

1 Arbitration Agreement was one of several documents presented to new employees for
2 signature during the orientation process, including a Policy Regarding use of Courtesy
3 Vehicles For Transportation To and From Work, Return to Work Program, Meal and Rest
4 Period Rules and On-Duty Meal Agreement, and Employee Performance Commitment, among
5 other documents. Also, employees did not have a meaningful opportunity to negotiate the
6 terms of the Arbitration Agreement. Rather, it was provided to Defendants' employees for
7 them to sign on a take-it or leave-it basis at the time they were hired or during their
8 employment. Further, Defendants did not set forth in the Arbitration Agreement or otherwise
9 provide employees with the rules which will govern the arbitration, instead forcing employees
10 to seek this information out on their own ("A copy of the JAMS Employment Arbitration
11 Rules is attached hereto as Exhibit A[,] (which, upon information and belief, was not
12 attached to the Arbitration Agreement) "[t]he Rules are also available online at
13 [http://www.jamsadr.com/reuls-employment-arbitration/.](http://www.jamsadr.com/reuls-employment-arbitration/)").

14 8. TRANS-WEST SECURITY SERVICES, INC. was and is, upon information
15 and belief, a California corporation, and at all times hereinafter mentioned, an employer
16 whose employees are engaged throughout this county and the State of California.

17 9. TRANS-WEST SERVICES, INC. was and is, upon information and belief, a
18 California corporation, and at all times hereinafter mentioned, an employer whose employees
19 are engaged throughout this county and the State of California.

20 10. Plaintiff is unaware of the true names or capacities of the Defendants sued
21 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
22 amend the complaint and serve such fictitiously named Defendants once their names and
23 capacities become known.

24 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
25 were the partners, agents, owners, or managers of TRANS-WEST SECURITY SERVICES,
26 INC. and/or TRANS-WEST SERVICES, INC. at all relevant times.

27 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
28 acts and omissions alleged herein was performed by, or is attributable to, TRANS-WEST

1 SECURITY SERVICES, INC.; TRANS-WEST SERVICES, INC.; and/or DOES 1 through 10
2 (collectively, “Defendants” or “TRANS-WEST”), each acting as the agent, employee, alter
3 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
4 was acting within the course and scope of such agency, employment, joint venture, or
5 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
6 Defendants were in accordance with, and represent, the official policy of Defendants.

7 13. At all relevant times, Defendants, and each of them, ratified each and every act
8 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
9 and abetted the acts and omissions of each and all the other Defendants in proximately causing
10 the damages herein alleged.

11 14. Plaintiff is informed and believes, and thereon alleges, that each of said
12 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
13 omissions, occurrences, and transactions alleged herein.

14 15. Under California law, Defendants are jointly and severally liable as employers
15 for the violations alleged herein because they have each exercised sufficient control over the
16 wages, hours, working conditions, and employment status of Plaintiff and other non-party
17 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
18 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
19 of employment, determined their rate of pay, and maintained their employment records.
20 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
21 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
22 common-law employment relationship. As joint employers of Plaintiff and other non-party
23 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
24 available to Plaintiff and other non-party Aggrieved Employees under the law.

25 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
26 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
27 non-party Aggrieved Employees because Defendants have:

28 (a) jointly exercised meaningful control over the work performed by

- 1 Plaintiff and other non-party Aggrieved Employees;
- 2 (b) jointly exercised meaningful control over Plaintiff's and other non-party
- 3 Aggrieved Employees' wages, hours, and working conditions, including
- 4 the quantity, quality standards, speed, scheduling, and operative details
- 5 of the tasks performed by Plaintiff and other non-party Aggrieved
- 6 Employees;
- 7 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
- 8 perform work which is an integral part of Defendants' businesses; and
- 9 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
- 10 Employees as a matter of economic reality in that Plaintiff and other
- 11 non-party Aggrieved Employees were dependent on Defendants, who
- 12 shared the power to set the wages of Plaintiff and other non-party
- 13 Aggrieved Employees and determined their working conditions, and
- 14 who jointly reaped the benefits from the underpayment of their wages
- 15 and noncompliance with other statutory provisions governing their
- 16 employment.

17 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times

18 there has existed a unity of interest and ownership between Defendants such that any

19 individuality and separateness between the entities has ceased.

20 18. TRANS-WEST SECURITY SERVICES, INC.; TRANS-WEST SERVICES,

21 INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

22 19. Adherence to the fiction of the separate existence of Defendants would permit

23 an abuse of the corporate privilege, and would promote injustice by protecting Defendants

24 from liability for the wrongful acts committed by them under the name TRANS-WEST.

25 20. Plaintiff further alleges, upon information and belief, that the Defendants

26 TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC. are

27 alter egos of each other for the following reasons:

- 28 (a) On the California Secretary of State's website

(<https://bizfileonline.sos.ca.gov/>), TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC. have the same principal and mailing address, “8503 CRIPPEN STREET BAKERSFIELD, CA 93311”;

(b) According to their most recent “Statement of Information” forms filed with the California Secretary of State, TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC. share the same officers and/or directors, including, but not limited to:

(i) BROOKE L. ANTONIONI, who serves as Chief Executive Officer and Director for TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC.;

(ii) BRADLEY S. ANTONIONI, who serves as Secretary and Director for TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC.;

(iii) KATY J. WILLIAMS, who serves as the Chief Financial Officers of TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC.; and

(iv) MONIQUE WILLIAMS, who serves as a Director of TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC.;

(c) On the California Secretary of State’s website, TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC. share the same agent for service of process, DUSTIN DODGIN, ESQ.; and

(d) On information and belief, TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC. utilize the same standardized employment forms and issue the same employment policies.

1 ///

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 21. Defendants are the largest physical private security company in Kern County
4 and provide corporate and private security across California. Upon information and belief,
5 Defendants maintain a single, centralized Human Resources (HR) department at their
6 corporate headquarters in Bakersfield, California, for all non-exempt, hourly paid employees
7 working for Defendants in California, which is responsible for the recruiting and hiring of new
8 employees, and communicating and implementing Defendants' company-wide policies,
9 including timekeeping policies and meal and rest period policies, to employees throughout
10 California.

11 22. In particular, Plaintiff and other non-party Aggrieved Employees, on
12 information and belief, received the same standardized documents and/or written policies.
13 Upon information and belief, the usage of standardized documents and/or written policies,
14 including new-hire documents, indicate that Defendants dictated policies at the corporate level
15 and implemented them company-wide, regardless of their employees' assigned locations or
16 positions. Upon information and belief, Defendants set forth uniform policies and procedures
17 in several documents provided at an employee's time of hire.

18 23. Upon information and belief, Defendants maintain a centralized Payroll
19 department at their corporate headquarters in Bakersfield, California, which processes payroll
20 for all non-exempt, hourly paid employees working for Defendants at their various locations
21 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.
22 Based upon information and belief, Defendants issue the same formatted wage statements to
23 all non-exempt, hourly paid employees in California, irrespective of their work locations.
24 Upon information and belief, Defendants process payroll for departing employees in the same
25 manner throughout the State of California, regardless of the manner in which each employee's
26 employment ends.

27 24. Defendants continue to employ non-exempt or hourly paid employees in
28 California.

1 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
3 and advisors knowledgeable about California labor and wage law, employment and personnel
4 practices, and about the requirements of California law.

5 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
6 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
7 were not recorded.

8 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive certain wages for overtime compensation and that they were not receiving certain
11 wages for overtime compensation.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive at least minimum wages for compensation and that they were not receiving at least
15 minimum wages for work that was required to be done off-the-clock. In violation of the
16 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
17 least minimum wages for work done off-the-clock.

18 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
21 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
22 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
23 other non-party Aggrieved Employees were not provided with all meal periods or payment of
24 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
25 uninterrupted, thirty (30) minute meal period.

26 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or

1 payment of one (1) additional hour of pay at their regular rates of pay when they were not
2 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
3 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
4 provided with payment of one (1) additional hour of pay at their regular rates of pay when
5 they were not authorized and permitted to take a compliant rest period.

6 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive complete and accurate wage statements in accordance with California law. In
9 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
10 were not provided complete and accurate wage statements.

11 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that they had a duty to maintain accurate and complete payroll records in
13 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
14 and intentionally failed to do so.

15 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 timely payment of wages during their employment. In violation of the California Labor Code,
18 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
19 including, but not limited to, overtime wages, minimum wages, meal and rest period
20 premiums, and/or reporting time pay, within permissible time periods.

21 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 timely payment of all wages earned upon termination of employment. In violation of the
24 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
25 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
26 meal and rest period premiums, and/or reporting time pay, within permissible time periods.

27 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 be paid reporting time pay when they reported to work for their usual or scheduled shift but
2 were put to work for less than half of the usual or scheduled shift. In violation of the
3 California Labor Code, Defendants did not pay Plaintiff and other non-party Aggrieved
4 Employees all reporting time pay due.

5 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 receive reimbursement for all business-related expenses and costs they incurred during the
8 course and scope of their employment and that they did not receive reimbursement of
9 applicable business-related expenses and costs incurred.

10 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants knew or should have known that Defendants had a duty to provide
12 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
13 of their employment with Defendants as required by the California Wage Theft Prevention
14 Act, but failed to do so.

15 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that they had a duty to compensate
17 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
18 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
19 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
20 that they were properly denied wages, all in order to increase Defendants' profits.

21 39. At all times herein set forth, PAGA provides that any provision of law under
22 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
23 assessed and collected by the LWDA for violations of the California Labor Code and
24 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
25 civil action brought on behalf of themselves and other current or former employees pursuant
26 to procedures outlined in California Labor Code section 2699.3.

27 40. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
28 "any person who was employed by the alleged violator and personally suffered each of the

violations alleged each of the violations alleged.”

41. Plaintiff and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

42. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee shall give written notice by online filing (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

43. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing to the LWDA and by certified mail to the employer of the
3 specific provisions of the California Labor Code alleged to have been
4 violated (other than those listed in Section 2699.5), including the facts
5 and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(c) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)
10 calendar days of the postmark date of the notice. The employer shall
11 give written notice by certified mail within that period of time to the
12 aggrieved employee or representative and the agency if the alleged
13 violation is cured, including a description of actions taken, and no civil
14 action pursuant to Section 2699 may commence. If the alleged violation
15 is not cured within the 33-day period, the employee may commence a
16 civil action pursuant to Section 2699.

17 44. On September 26, 2024, Plaintiff provided written notice by online filing to the
18 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
19 Code alleged to have been violated, including facts and theories to support the alleged
20 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
21 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
22 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
23 Plaintiff PAGA Case Number LWDA-CM-1053046-24. A true and correct copy of Plaintiff's
24 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

25 45. As of the filing date of this complaint, over 65 days have passed since Plaintiff
26 sent the written notice described above, and the LWDA has not responded that it intends to
27 investigate Plaintiff's claims, and Defendants have not cured the violations.

28 46. Thus, Plaintiff has satisfied the administrative prerequisites under California

1 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
2 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
3 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

4 47. Labor Code section 558(a) provides “[a]ny employer or other person acting on
5 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the Industrial Welfare
7 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
8 dollars (\$50) for each underpaid employee for each pay period for which the employee was
9 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid” Labor
11 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
12 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
13 as a private attorney general, seeks assessment and collection of civil penalties under Labor
14 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
15 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
16 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
17 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
18 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
19 applicable IWC Wage Order.

20 48. Defendants, at all times relevant to this complaint, were employers or persons
21 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
22 Employees’ rights by violating various sections of the California Labor Code as set forth
23 above.

24 49. As set forth below, Defendants have violated numerous provisions of both the
25 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
26 Order.

27 50. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
28 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the

1 public interest as a private attorney general, seeks assessment and collection of civil penalties
2 and injunctive relief for himself, all other non-party Aggrieved Employees, and the State of
3 California against Defendants for violations of California Labor Code sections 201, 202, 204,
4 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

5 **FIRST CAUSE OF ACTION**

6 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

7 **(Against all Defendants)**

8 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 52. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
11 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
12 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
13 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
14 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
15 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 2802, and 2810.5.

16 53. Defendants’ conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
19 Wage Order for Defendants’ failure to compensate Plaintiff and other
20 non-party Aggrieved Employees with all required overtime pay, as set
21 forth below;
- 22 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
23 the applicable IWC Wage Order for Defendants’ failure to compensate
24 Plaintiff and other non-party Aggrieved Employees with at least
25 minimum wages for all hours worked, as set forth below;
- 26 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
27 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
28 and other non-party Aggrieved Employees with meal periods, as set

1 forth below;

2 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to authorize and
4 permit Plaintiff and other non-party Aggrieved Employees to take rest
5 periods, as set forth below;

6 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
7 IWC Wage Order for failure to provide accurate and complete wage
8 statements to Plaintiff and other non-party Aggrieved Employees, as set
9 forth below;

10 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
11 IWC Wage Order for failure to maintain payroll records, as set forth
12 below;

13 (g) Violation of Labor Code sections 204 for failure to pay all earned wages
14 during employment, as set forth below;

15 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
16 earned wages upon termination, as set forth below;

17 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
18 Order for failure to pay reporting time pay when Plaintiff and other non-
19 party Aggrieved Employees were put to work for less than half of their
20 usual or scheduled shifts, as set forth below;

21 (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
22 and other non-party Aggrieved Employees for all business expenses
23 necessarily incurred, as set forth below; and

24 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
25 provide written notice of information material to Plaintiff's and other
26 non-party Aggrieved Employees' employment with Defendants, as set
27 forth below.

28 **FAILURE TO PAY OVERTIME**

1 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

2 54. Labor Code section 1198 makes it illegal to employ an employee under
3 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
4 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
5 shall be the . . . standard conditions of labor for employees. The employment of any employee
6 . . . under conditions of labor prohibited by the order is unlawful.”

7 55. California Labor Code section 1198 and the applicable IWC Wage Order
8 provide that it is unlawful to employ persons without compensating them at a rate of pay
9 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
10 number of hours worked by the person on a daily or weekly basis.

11 56. Specifically, the applicable IWC Wage Order provides that Defendants are and
12 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
13 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
14 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
15 (40) hours in a workweek.

16 57. The applicable IWC Wage Order further provides that Defendants are and were
17 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
18 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
19 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
20 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

21 58. California Labor Code section 510 codifies the right to overtime compensation
22 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
23 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
24 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
25 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
26 in a day on the seventh (7th) day of work.

27 59. During the relevant time period, Defendants willfully failed to pay all overtime
28 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time

1 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
2 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
3 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
4 not recorded.

5 60. First, during the relevant time period, Defendants had, and continue to have, a
6 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
7 party Aggrieved Employees from recording hours worked that were outside of their scheduled
8 shifts in order to limit the amount of overtime employees could accrue. This policy of
9 limiting overtime led Plaintiff and other non-party Aggrieved Employees to work off-the-
10 clock outside of their scheduled shift times. For example, Defendants' management required
11 Plaintiff to complete paperwork, such as incident reports, but did not permit him to remain
12 clocked in and record this time spent working after his scheduled shift end-time. As another
13 example, because of Defendants' company-wide policy and/or practice of providing their
14 customers with continuous monitoring of jobsites, Plaintiff was sometimes required to spend
15 time waiting for another employee to arrive to the jobsite so he could leave for the day.
16 However, due to Defendants' restriction on overtime, Plaintiff was not allowed to remain
17 clocked in and record this time spent working after his shift.

18 61. Additionally, during the relevant time period, Defendants required Plaintiff and
19 other non-party Aggrieved Employees to travel to distant jobsites and assignments, but did not
20 compensate them for their time spent traveling to and from these locations. Although Plaintiff
21 and other non-party Aggrieved Employees sometimes met at Defendants' main office to travel
22 to jobsites, Defendants would also require Plaintiff and other non-party Aggrieved Employees
23 to drive their personal vehicles to distant jobsites. For example, Defendants sometimes
24 required Plaintiff to drive for approximately 40 miles or more from his home in Bakersfield,
25 California, to various jobsites, including but not limited to, those in McKittrick, California.
26 However, Plaintiff and other non-party Aggrieved Employees were not allowed to clock in
27 until arriving at the assigned jobsite for the start of their scheduled shifts, and thus were not
28 paid for any time spent traveling to or from the distant jobsite. Moreover, on instances when

1 Plaintiff first reported to Defendants' main office in order to obtain a company-owned vehicle
2 before driving himself to jobsites, Defendants also required Plaintiff to complete pre-trip
3 vehicle inspection paperwork, which could take about 10 minutes. Plaintiff was similarly not
4 allowed to record any of this time spent completing pre-trip vehicle inspection paperwork.
5 Thus, Plaintiff and other non-party Aggrieved Employees were not compensated for all travel
6 time, despite being under the direction and control of Defendants.

7 62. Second, Defendants had, and continue to have, a company-wide policy and/or
8 practice of understaffing while assigning heavy workloads, including providing continuous
9 jobsite monitoring and completing observations, or "rounds," of security checkpoints at 5- or
10 20-minute intervals. Defendants' policies and/or practices resulted in a failure to provide
11 Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage, and
12 thus, Plaintiff and other non-party Aggrieved Employees were not always afforded
13 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
14 period. Also, Defendants have systematically, and on a company-wide basis, understaffed
15 some of their jobsite locations by adopting a single-staffing model, whereby only one
16 employee was scheduled to work at certain times, thereby failing to provide adequate meal
17 period coverage to permit those employees to take compliant meal periods. Defendants also
18 had a practice of failing to schedule meal periods at all, which further caused Plaintiff and
19 other non-party Aggrieved Employees to not be relieved of their duties for compliant meal
20 periods. Thus, Plaintiff and other non-party Aggrieved Employees worked through their meal
21 periods and/or had their meal periods interrupted in order to complete their assigned
22 workloads. Defendants did not compensate Plaintiff and other non-party Aggrieved
23 Employees for the time they continued to perform tasks during unpaid meal periods.

24 63. Third, on information and belief, Defendants maintained a company-wide on-
25 premises meal period policy, which mandated that Plaintiff and other non-party Aggrieved
26 Employees remain on their clients' jobsite premises during their unpaid meal periods.
27 Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the
28 premises during meal periods, they were denied the ability to use their meal periods freely for

1 their own purposes. For example, Plaintiff and other non-party Aggrieved Employees were
2 unable to run personal errands because they were unable to leave the work premises. Thus,
3 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
4 Employees during their unpaid meal periods. Moreover, Defendants had a practice of
5 requiring that Plaintiff and other non-party Aggrieved Employees carry a company-issued
6 radio and to respond to requests from dispatch at all times, including during unpaid meal
7 periods.

8 64. Defendants knew or should have known that as a result of these company-wide
9 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
10 their assigned duties off-the-clock before and after their shifts and during meal periods, and
11 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
12 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day or
13 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
14 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
15 overtime wages for all of the overtime hours they actually worked.

16 65. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
17 the balance of overtime compensation as required by California law, violates the provisions of
18 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
19 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
20 558 and/or 2699(a), (f), and (k).

21 **FAILURE TO PAY MINIMUM WAGES**

22 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

23 66. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
24 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
25 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
26 IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control
27 of an employer, and includes all the time the employee is suffered or permitted to work,
28 whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours

1 Worked”).

2 67. First, as set forth above, as a result of Defendants’ policy of limiting the
3 amount of overtime employees could accrue, Defendants required Plaintiff and other non-
4 party Aggrieved Employees to perform work off-the-clock after scheduled shifts, including,
5 but not limited to, completing incident reports and waiting for other employees to arrive to
6 jobsites, without being compensated for the time they worked. Additionally, as stated,
7 Defendants required Plaintiff and other non-party Aggrieved Employees to travel to distant
8 jobsites and assignments, but they were not allowed to clock in until arriving at the assigned
9 jobsite for the start of their scheduled shifts, and thus were not paid for any time spent
10 traveling to or from the distant jobsites.

11 68. Second, as set forth above, due to Defendants’ policies and/or practices of
12 understaffing and/or single-staffing their jobsites while assigning heavy workloads, requiring
13 employees to remain on work premises during meal periods, requiring employees to carry a
14 company-issued radio to respond to calls from dispatch at all times, and failing to schedule
15 meal periods, Plaintiff and other non-party Aggrieved Employees were prevented from taking
16 all uninterrupted meal periods to which they were entitled and were required to work off-the-
17 clock during meal periods, have their meal periods interrupted, and/or were otherwise not
18 relieved of all duties during unpaid meal periods.

19 69. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
20 and other non-party Aggrieved Employees. Also, to the extent that these off-the-clock hours
21 did not qualify for overtime premium payment, Defendants did not pay at least minimum
22 wages for those hours worked off-the-clock in violation of California Labor Code sections
23 1182.12, 1194, 1197, and 1198.

24 70. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
25 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
26 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
27 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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2 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

3 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

4 71. At all relevant times herein set forth, the applicable IWC Wage Order and
5 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
6 non-party Aggrieved Employees' employment by Defendants.

7 72. At all relevant times herein set forth, California Labor Code section 512(a)
8 provides that an employer may not require, cause, or permit an employee to work for a period
9 of more than five (5) hours per day without providing the employee with a meal period of not
10 less than thirty (30) minutes, except that if the total work period per day of the employee is
11 not more than six (6) hours, the meal period may be waived by mutual consent of both the
12 employer and the employee. Under California law, first meal periods must start after no more
13 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

14 73. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

17 74. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
18 and the applicable IWC Wage Order also require employers to provide a second meal period
19 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
20 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
21 total hours worked is no more than twelve (12) hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived.

24 75. Under California law, an employer cannot evade meal period requirements via
25 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S.*
26 *Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be
27 provided with the opportunity to eat his or her meal while performing the duties required and
28 any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.

1 *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141
2 (2019).

3 76. During the relevant time period, as stated, Defendants had, and continue to
4 have, a company-wide policy and/or practice of understaffing and/or single-staffing jobsites
5 while assigning heavy workloads, including providing continuous jobsite monitoring and
6 completing observations, or “rounds,” of security checkpoints at 5- or 20-minute intervals,
7 which has resulted in a lack of meal period coverage and prevented Plaintiff and other non-
8 party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they
9 were entitled. Further, as stated, Defendants had a company-wide practice and/or policy of
10 failing to schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
11 Employees to not be relieved of their duties for compliant meal periods. Moreover, as stated,
12 Defendants had a company-wide policy and/or practice of requiring that Plaintiff and other
13 non-party Aggrieved Employees carry a company-issued radio to respond to requests from
14 dispatch at all times, including during meal periods. For example, Defendants’ dispatcher
15 employees would call Plaintiff and other non-party Aggrieved Employees every three (3)
16 hours to make sure they were completing their assigned tasks and expected them to answer the
17 calls even when they were taking their meal periods.

18 77. Defendants’ practices and policies prevented Plaintiff and other non-party
19 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
20 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
21 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
22 time before taking meal periods. For example, as stated, Plaintiff would often miss meal
23 periods and had his meal periods interrupted.

24 78. As also stated, on information and belief, during the relevant time period,
25 Defendants maintained and implemented a company-wide on-premises meal period policy for
26 employees, which mandated that Plaintiff and other non-party Aggrieved Employees remain
27 on the work premises during the meal periods. As stated in Defendants’ “Meal and Rest
28 Period Rules And On Duty Meal Agreement,” (*see infra*) “[Defendants] pays [their]

employees for on-duty meal periods and requires employees to remain on site during these breaks.” Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved Employees during meal periods.

79. In addition, Defendants took the position that the nature of work performed by Plaintiff and other non-party Aggrieved Employees called for “on-duty” meal periods and on that basis, did not provide off-duty meal periods and did not pay Plaintiff and other non-party Aggrieved Employees all meal period premiums for non-compliant meal periods. However, Defendants’ use of an “on-duty” meal period policy is and was unlawful. Under California law, an on-duty meal period agreement does not absolve employers of the duty to provide timely, 30-minute meal periods.¹ Defendants’ on-duty meal policy failed to inform Plaintiff and other non-party Aggrieved Employees that they are entitled to a 30-minute on-duty meal period and that on-duty meal periods must be timely, and therefore is facially invalid. Moreover, under California law, “on-duty” meal periods are a limited alternative to the requirement to provide off-duty meal periods and can only be utilized under certain circumstances. IWC Wage Order 4-2001, subdivision 11(A) provides that an “on duty” meal period “shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to.”

80. Defendants’ “on-duty” meal period policy results from the company’s own staffing and business decisions, not because the nature of the work required on-duty meal

¹ Employers must provide employees a timely 30-minute meal period even though that meal period may be on-duty instead of off-duty. See *L’Chaim*, 38 Cal. App. 5th at 149 (“If an employee is entitled to an off-duty meal period of 30 minutes, yet work obligations intrude on a portion of that time, the off-duty period is converted to an on-duty period—no matter how small the portion of the period that work intruded upon—and the employee is paid for the entire period. There is no suggestion that once work interrupts an employee’s meal period, the period simply ends even if 30 minutes have not yet passed.”) and 147 (“[A]n on-duty meal period is not the functional equivalent of no meal period at all. On-duty meal periods are an intermediate category requiring more of employees than off-duty meal periods but less of employees than their normal work.”).

1 periods. There were multiple employees employed by Defendants at Plaintiff's and other non-
2 party Aggrieved Employees' jobsite locations and Defendants' clients' jobsites are not in
3 remote or isolated areas. Defendants could have provided rover meal period coverage for
4 Plaintiff and other non-party Aggrieved Employees or staffed more employees at their jobsites,
5 but chose not to do so. Further, the work of Defendants' employees is not of the kind that could
6 be said to meet the "nature of the work" exception. Plaintiff and other non-party Aggrieved
7 Employees were responsible for patrolling premises, responding to incidents, and operating
8 security booths. None of these tasks are akin to the kind that the California Division of Labor
9 Standards Enforcement ("DLSE") has found warrant an "on-duty" meal period, such as
10 transporting hazardous materials via vehicles that must be monitored at all times pursuant to
11 federal regulation. Therefore, Defendants' use of an "on-duty" meal period agreement is
12 improper and unlawful. Because of Defendants' company-wide "on-duty" meal period policy,
13 Plaintiff and other non-party Aggrieved Employees did not receive all required off-duty meal
14 periods and did not receive premium pay for missed, late, or interrupted meal periods.

15 81. Further, Defendants did not provide Plaintiff and other non-party Aggrieved
16 Employees with second 30-minute meal periods on days that they worked in excess of 10 hours
17 in one day. For example, on days where Plaintiff worked in excess of 10 hours in one day, he
18 was not provided with a second meal period. Plaintiff and other non-party Aggrieved
19 Employees did not sign valid meal period waivers on days that they were entitled to meal
20 periods and were not relieved of all duties.

21 82. Moreover, Defendants had a company-wide policy of requiring all newly hired
22 employees to sign blanket meal period waivers. Defendants took the position that non-
23 exempt, hourly paid employees had waived their rights to second meal periods for the entirety
24 of their employment and, on that basis, did not provide them with all meal periods to which
25 they were entitled. Further, Defendants' "Waiver of Second Meal Period" form requires
26 employees to provide written notice should they wish to revoke the waiver. Defendants'
27 presumption that meal periods would not be provided for shifts in excess of ten (10) hours but
28 less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of

1 hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded
2 Plaintiff and other non-party Aggrieved Employees from taking all meal periods to which they
3 were entitled.

4 83. Furthermore, an employer's obligation to provide a meal period is only
5 "triggered" when the employer "employs an employee for a work period of more than five
6 hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits
7 anyone to work for a full five hours, its meal break obligation is triggered.").

8 [A]fter the meal break obligation is triggered . . . an employer is put to a
9 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
10 agreed-upon waiver if one hour or less will end the shift; or (3) obtain
written agreement to an on-duty meal period if circumstances permit.
Failure to do one of these will render the employer liable for premium pay.

11 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
12 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
13 simultaneously at or near their time of hire (as opposed to on a specific work day) renders
14 them invalid and unenforceable, because Defendants' obligation to provide Plaintiff and other
15 non-party Aggrieved Employees with meal periods did not arise until they had employed them
16 for a full five (5) hours.

17 84. At all times herein mentioned, Defendants knew or should have known that, as
18 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
19 from being relieved of all duties and required to perform some of their assigned duties during
20 meal periods. Defendants further knew or should have known that Defendants did not pay
21 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
22 were late, interrupted, shortened, and/or missed.

23 85. Moreover, Defendants engaged in a company-wide practice and/or policy of
24 not paying all meal period premiums owed when compliant meal periods are not provided.
25 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
26 have not received premium pay for all missed, late, and interrupted meal periods.

27 86. Defendants' conduct violates the applicable IWC Wage Order, and California
28 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
2 558 and/or 2699(a), (f), and (k).

3 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

4 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

5 87. At all relevant times herein set forth, the applicable IWC Wage Order and
6 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
7 non-party Aggrieved Employees' employment by Defendants.

8 88. At all relevant times, the applicable IWC Wage Order provides that "[e]very
9 employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period" and that the "rest period time shall be
11 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
12 hours or major fraction thereof" unless the total daily work time is less than three and one-half
13 (3 ½) hours.

14 89. At all relevant times, California Labor Code section 226.7 provides that no
15 employer shall require an employee to work during any rest period mandated by an applicable
16 order of the California IWC. To comply with its obligation to authorize and permit rest
17 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
18 employer must "relinquish any control over how employees spend their break time, and
19 relieve their employees of all duties—including the obligation that an employee remain on
20 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
21 *Inc.*, 2 Cal. 5th 257, 273 (2016).

22 90. Pursuant to the applicable IWC Wage Order and California Labor Code section
23 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
24 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
25 required rest period was not authorized and permitted.

26 91. During the relevant time period, Defendants regularly failed to authorize and
27 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
28 period per each four (4) hour period worked or major fraction thereof. Defendants maintained

1 and implemented, on a company-wide basis, a non-compliant written rest period policy that
2 prevented Plaintiff and other non-party Aggrieved Employees from taking compliant rest
3 periods. Specifically, Defendants' "Rest Break Notice" policy states, in relevant part: "Rest
4 breaks are paid as time worked and **may be controlled by the employer.**" (emphasis added).
5 However, under California law, an employer must relinquish any control over how the
6 employees spend their rest period time. Thus, Defendants' written rest period policy is non-
7 compliant on its face, as it fails to relinquish control over how employees spend their rest
8 periods.

9 92. Additionally, as with meal periods, Defendants' company-wide practices,
10 including understaffing and assigning heavy workloads, and their requirement that employees
11 carry a company-issued radio at all times, including during rest periods prevented Plaintiff and
12 other non-party Aggrieved Employees from being relieved of all duties to take rest periods.
13 Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants'
14 failure to provide adequate rest period coverage, further led to Plaintiff and other non-party
15 Aggrieved Employees not being authorized and permitted to take rest periods.

16 93. Furthermore, upon information and belief, Defendants maintained a company-
17 wide on-premises rest period policy, which effectively required that Plaintiff and other non-
18 party Aggrieved Employees remain on the work premises during their rest periods. Because
19 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
20 during rest periods, they were denied the ability to use their rest periods freely for their own
21 purposes, such as running personal errands. Thus, Defendants effectively maintained control
22 over Plaintiff and other non-party Aggrieved Employees during rest periods.

23 94. As a result of Defendants' practices and policies, Plaintiff and other non-party
24 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
25 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
26 were entitled. For example, Plaintiff had to forgo all of his rest periods, because of the lack of
27 rest period coverage and Defendants' failure to schedule rest periods for employees.

28 95. Defendants have also engaged in a company-wide practice and/or policy of not

1 paying all rest period premiums owed when compliant rest periods are not authorized and
2 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
3 Employees have not received premium pay for all missed rest periods.

4 96. Defendants' conduct violates the applicable IWC Wage Order and California
5 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
6 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
7 558 and/or 2699(a), (f), and (k).

8 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
9 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

10 97. At all relevant times herein, California Labor Code section 226(a) provides that
11 every employer shall furnish each of his or her employees an accurate and complete itemized
12 wage statement in writing, including, but not limited to, the name and address of the legal
13 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
14 applicable rates of pay.

15 98. During the relevant time period, Defendants have knowingly and intentionally
16 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
17 inaccurate wage statements. For example, Defendants issued uniform wage statements to
18 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
19 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
20 the pay period, including rates of pay for overtime wages, and the corresponding number of
21 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
22 226(a)(2), 226(a)(5), and 226(a)(9).

23 99. Because Defendants did not record the time Plaintiff and other non-party
24 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
25 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
26 compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason,
27 Defendants failed to accurately list the total number of hours worked by Plaintiff and other
28 non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the

1 applicable hourly rates of pay in effect during the pay period and the corresponding accurate
2 number of hours worked at each hourly rate, in violation of section 226(a)(9).

3 100. The wage statement deficiencies also include, among other things, failing to list
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
5 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
6 for which aggrieved employees were paid; failing to list the name of the employee and only
7 the last four digits of his or her social security number or an employee identification number
8 other than a social security number; failing to list the name and address of the legal entity that
9 is the employer; and/or failing to state all hours worked as a result of not recording or stating
10 hours worked off-the-clock.

11 101. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
14 plants or establishments at which employees are employed, payroll records showing the hours
15 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
16 applicable piece rate paid to, employees employed at the respective plants or
17 establishments” Labor Code section 1174.5 provides that employers are subject to a
18 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
19 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
20 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
21 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
22 result of failing to record the off-the-clock hours that they worked.

23 102. California Labor Code section 1198 provides that the maximum hours of work
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
25 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
26 employment of any employees for longer hours than those fixed by the order or under
27 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
28 Wage Order, employers are required to keep accurate time records showing when the

1 employee begins and ends each work period and meal period. During the relevant time
2 period, Defendants engaged in company-wide practices and/or policies of failing to record
3 actual hours worked, and thereby failed, on a company-wide basis, to keep accurate records of
4 work period and meal period start and end times for Plaintiff and other non-party Aggrieved
5 Employees, in violation of section 1198. Also, in light of Defendants' failure to provide
6 Plaintiff and other non-party Aggrieved Employees with second 30-minute meal periods to
7 which they were entitled, Defendants kept no records of meal start and end times for second
8 meal periods.

9 103. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
10 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
11 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

12 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

13 **VIOLATION OF LABOR CODE SECTION 204**

14 104. At all relevant times herein set forth, California Labor Code section 204
15 requires that all wages earned by any person in any employment between the 1st and the 15th
16 days, inclusive, of any calendar month, other than those wages due upon termination of an
17 employee, are due and payable between the 16th and the 26th day of the month during which
18 the labor was performed. Labor Code section 204 further provides that all wages earned by
19 any person in any employment between the 16th and the last day, inclusive, of any calendar
20 month, other than those wages due upon termination of an employee, are due and payable
21 between the 1st and the 10th day of the following month.

22 105. At all relevant times herein, California Labor Code section 204 also requires
23 that all wages earned for labor in excess of the normal work period shall be paid no later than
24 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
25 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
26 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
27 more than seven (7) calendar days following the close of the payroll period.

28 106. During the relevant time period, Defendants willfully failed to pay Plaintiff and

1 other non-party Aggrieved Employees all wages due to them including, but not limited to,
2 overtime wages, minimum wages, meal and rest period premiums, and reporting time pay,
3 within any time period specified by California Labor Code section 204.

4 107. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
5 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

6 **FAILURE TO PAY WAGES UPON TERMINATION**

7 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

8 108. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
9 that if an employer discharges an employee, the wages earned and unpaid at the time of
10 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
11 her employment, his or her wages shall become due and payable not later than seventy-two
12 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
13 his or her intention to quit, in which case the employee is entitled to his or her wages at the
14 time of quitting.

15 109. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
16 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
17 above, including but not limited to, overtime wages, minimum wages, meal and rest period
18 premiums, and reporting time pay, either at the time of discharge, or within seventy-two (72)
19 hours of their leaving Defendants' employ.

20 110. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
21 who are no longer employed by Defendants their wages earned and unpaid at the time of
22 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
23 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
24 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
25 2699(a), (f), and (k).

26 **FAILURE TO PAY REPORTING TIME PAY**

27 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
28 **REGULATIONS TITLE 8, SECTION 11040 SUBDIVISION 5(A)**

111. California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

112. California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

113. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day’s work.

114. Defendants had a company-wide practice of sending Plaintiff and other non-party Aggrieved Employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff and other non-party Aggrieved Employees for half of their usual or scheduled shift. For example, Defendants’ managers and/or dispatchers sent Plaintiff home before he had an opportunity to work at least half of his scheduled shift, but on information and belief, Plaintiff was only paid for the time he had worked. Although Plaintiff and other non-party Aggrieved Employees would report to work based on the schedule that Defendants provided to them, Defendants would send them

1 home before they worked at least half of their usual or scheduled shifts. When this occurred,
2 Defendants did not pay Plaintiff and other non-party Aggrieved Employees for at least half of
3 their scheduled day's work or the minimum reporting time pay.

4 115. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
5 properly compensated with reporting time pay in violation of California Labor Code section
6 1198 and California Code of Regulations, Title 8, section 11040(5)(A). Plaintiff and other
7 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
8 Labor Code sections 2699(a), (f), and (k).

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **VIOLATION OF LABOR CODE SECTION 2802**

11 116. At all times herein set forth, California Labor Code section 2802 provides that
12 an employer must reimburse employees for all necessary expenditures and losses incurred by
13 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
14 to prevent employers from passing off their cost of doing business and operating expenses on
15 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
16 (2014). The applicable wage order, IWC Wage Order No. 4-2001 provides that: "[w]hen tools
17 or equipment are required by the employer or are necessary to the performance of a job, such
18 tools and equipment shall be provided and maintained by the employer, except that an
19 employee whose wages are at least two (2) times the minimum wage provided herein may be
20 required to provide and maintain hand tools and equipment customarily required by the trade
21 or craft." IWC Wage Order No. 4-2001, further provides that: "[w]hen uniforms are required
22 by the employer to be worn by the employee as a condition of employment, such uniforms
23 shall be provided and maintained by the employer."

24 117. First, during the relevant time period, Defendants, on a company-wide basis,
25 required that Plaintiff and other non-party Aggrieved Employees use their personal mobile
26 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
27 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
28 For example, Plaintiff was required to use his personal cellular phone to respond to calls from

1 his dispatcher to discuss work-related matters, such as instructions on job duties, and to send
2 pictures of jobsites to his supervisor. Although Defendants required Plaintiff and other non-
3 party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to
4 carry out their work-related responsibilities, Defendants failed to reimburse them for their
5 costs incurred.

6 118. Second, during the relevant time period, Defendants had a company-wide
7 policy of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own
8 personal vehicles to carry out company business, but failed to reimburse them for all costs of
9 travel, including mileage. Specifically, Defendants required Plaintiff and other aggrieved to
10 travel to distant jobsites and assignments, but did not reimburse them for all travel expenses.
11 For example, Defendants sometimes required Plaintiff to drive his personal vehicle for 42
12 miles or more from Defendants' facility in Bakerfield, CA and/or from Plaintiff's home in
13 Bakersfield, California, to various jobsites, including those in McKittrick, California.
14 Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize
15 their own vehicles to carry out their work-related responsibilities, Defendants did not
16 reimburse them for all of their travel expenses.

17 119. Third, during the relevant time period, Defendants, on a company-wide basis,
18 expected Plaintiff and other non-party Aggrieved Employees to wear uniform items, including
19 collared shirts and hats, bearing the company logo. However, Defendants did not provide
20 their employees with sufficient uniforms to wear for their shifts throughout the week. For
21 example, Defendants only provided Plaintiff with one (1) shirt and one (1) hat at the time of
22 hire. Because Defendants failed to provide Plaintiff with an adequate number of uniform
23 items, Plaintiff had to wash his uniform more frequently than he would otherwise do laundry,
24 and incur expenses in doing so. Thus, Defendants failed to maintain the uniforms they
25 required Plaintiff and other non-party Aggrieved Employees to wear during their shifts and
26 forced them to incur the cost of maintaining employee uniforms.

27 120. Defendants could have provided Plaintiff and other non-party Aggrieved
28 Employees with the actual equipment for use on the job, such as company mobile devices,

1 company vehicles, and an adequate number of uniform items or access to laundering services.
2 Or, Defendants could have reimbursed employees for the costs of their mobile device usage,
3 mileage and travel expenses, and laundering expenses or provided a uniform maintenance
4 allowance. Instead, Defendants passed these operating costs onto Plaintiff and other non-
5 party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times
6 the minimum wage.

7 121. Defendants' company-wide policy and/or practice of not reimbursing
8 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
9 and other non-party Aggrieved Employees violates California Labor Code section 2802.
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

12 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
13 **EMPLOYMENT**

14 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

15 122. California's Wage Theft Prevention Act was enacted to ensure that employers
16 provide employees with basic information material to their employment relationship at the
17 time of hiring, and to ensure that employees are given written and timely notice of any
18 changes to basic information material to their employment. Codified at California Labor
19 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
20 employer must provide written notice to employees containing basic and material payroll
21 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
22 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
23 overtime, the regular payday designated by the employer, and any allowances claims as part
24 of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an
25 employer's written notice pursuant to section 2810.5 must also include a statement that the
26 employee may accrue and use sick leave; has a right to request and use accrued paid sick
27 leave; may not be terminated or retaliated against for using or requesting the use of accrued
28 paid sick leave; and has the right to file a complaint against an employer who retaliates.

123. Defendants failed to provide Plaintiff and other non-party Aggrieved Employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5.

124. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,

1 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
2 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and
3 2810.5;

4 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
5 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
6 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
7 1198, 2802, and 2810.5;

8 5. For attorneys' fees and costs pursuant to California Labor Code section
9 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
10 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
11 1197, 1197.1, 1198, 2802, and 2810.5;

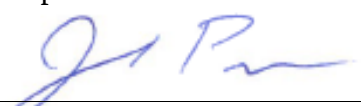
12 6. For pre-judgment and post-judgment interest as provided by law; and

13 7. For such other and further relief as the Court may deem equitable and
14 appropriate.

15
16 Dated: December 6, 2024

Respectfully submitted,

Capstone Law APC

17
18
19 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

Attorneys for Plaintiff Cayce Chernenko

EXHIBIT “1”

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

September 26, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Cayce Chernenko v. Trans-West Security Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Cayce Chernenko in connection with his claims under the California Labor Code. Mr. Chernenko was an employee of TRANS-WEST SECURITY SERVICES, INC. and/or TRANS-WEST SERVICES, INC. For the purpose of this letter, Mr. Chernenko collectively refers to these entities as “TRANS-WEST.”

The employers may be contacted directly at the addresses below:

TRANS-WEST SECURITY SERVICES, INC.
8503 CRIPPEN STREET
BAKERSFIELD, CA 93311

TRANS-WEST SERVICES, INC.
8503 CRIPPEN STREET
BAKERSFIELD, CA 93311

Mr. Chernenko intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Chernenko seeks relief on behalf of himself, the State of California, and other persons who are or were employed by TRANS-WEST as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

TRANS-WEST employed Mr. Chernenko as an hourly paid, non-exempt employee from approximately September 2022 to October 2023. Mr. Chernenko worked for TRANS-WEST as a Security Guard, assigned to work at various jobsites throughout Kern County, California. During his employment, Mr. Chernenko typically worked eight (8) or more hours per day and five (5) days per week. By the end of his employment, Mr. Chernenko was compensated approximately \$17.50 per hour. His job duties included, without limitation, monitoring and securing jobsites.

TRANS-WEST committed each of the following Labor Code violations against Mr. Chernenko, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

TRANS-WEST’s Company-Wide and Uniform Payroll and HR Practices

TRANS-WEST SECURITY SERVICES, INC. and TRANS-WEST SERVICES, INC. are California corporations. Together, they are the largest physical private security company in Kern County and provide corporate and private security across California. Upon information and belief, TRANS-WEST maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Bakersfield, California, for all non-exempt, hourly paid employees working for TRANS-WEST in California, including Mr. Chernenko and other aggrieved employees. At all relevant times, TRANS-WEST issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Chernenko and other aggrieved employees, regardless of their location or position.

Upon information and belief, TRANS-WEST maintains a centralized Payroll department at its corporate headquarters in Bakersfield, California, which processes payroll for all non-exempt, hourly paid employees working for TRANS-WEST in California, including Mr. Chernenko and other aggrieved employees. Further, TRANS-WEST issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Chernenko and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, TRANS-WEST utilized the same methods and formulas when calculating wages due to Mr. Chernenko and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

TRANS-WEST willfully failed to pay all overtime wages owed to Mr. Chernenko and other aggrieved employees. During the relevant time period, Mr. Chernenko and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8)

¹ These facts, theories, and claims are based on Mr. Chernenko’s experience and counsel’s review of those records currently available relating to Mr. Chernenko’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Chernenko reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, TRANS-WEST had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Chernenko and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Mr. Chernenko and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, TRANS-WEST's management required Mr. Chernenko to complete paperwork, such as incident reports, but was not permitted to remain clocked in and record this time spent working after his scheduled shift end-time. As another example, because of TRANS-WEST's company-wide policy and/or practice of providing its customers with continuous monitoring of jobsites, Mr. Chernenko was sometimes required to spend time waiting for another employee to arrive to the jobsite so he could leave for the day. However, due to TRANS-WEST's restriction on overtime, Mr. Chernenko was not allowed to remain clocked in and record this time spent working after his shift end-time.

Additionally, during the relevant time period, TRANS-WEST required Mr. Chernenko and other aggrieved employees to travel to distant jobsites and assignments, but did not compensate them for their time spent traveling to and from these locations. Although Mr. Chernenko and other aggrieved employees sometimes met at TRANS-WEST's main office to travel to jobsites, TRANS-WEST would also require Mr. Chernenko and other aggrieved employees to drive their personal vehicles to distant jobsites. For example, TRANS-WEST sometimes required Mr. Chernenko to drive for approximately 40 miles or more from his home in Bakersfield, California, to various jobsites, including but not limited to those in McKittrick, California. However, Mr. Chernenko and other aggrieved employees were not allowed to clock in until arriving at the assigned jobsite for the start of their scheduled shifts, and thus were not paid for any time spent traveling to or from the distant jobsite. Moreover, on instances when Mr. Chernenko first reported to TRANS-WEST's main office in order to obtain a company-owned vehicle before driving himself to jobsites, TRANS-WEST also required Mr. Chernenko to complete pre-trip vehicle inspection paperwork, which could take about 10 minutes. Mr. Chernenko was similarly not allowed to record any of this time spent completing pre-trip vehicle inspection paperwork. Thus, Mr. Chernenko and other aggrieved employees were not compensated for all travel time, despite being under the direction and control of TRANS-WEST.

Second, TRANS-WEST had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including providing continuous jobsite monitoring and completing observations, or "rounds," of security checkpoints at 5- or 20-minute intervals. TRANS-WEST's policies and/or practices resulted in a failure to provide Mr. Chernenko and other aggrieved employees with adequate meal period coverage, and thus, Mr. Chernenko and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, TRANS-WEST has systematically, and on a company-wide basis, understaffed some of its jobsite locations by adopting a single-staffing model, whereby only one employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. TRANS-WEST also had a practice of failing to schedule meal periods at all, which further caused Mr. Chernenko and other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, Mr. Chernenko and other aggrieved employees worked through their meal periods and/or had their meal periods interrupted in order to complete their assigned workloads. TRANS-WEST did not compensate Mr. Chernenko and other aggrieved employees for the time they continued to perform tasks during unpaid meal periods.

Third, on information and belief, TRANS-WEST maintained a company-wide on-premises meal period policy, which mandated that Mr. Chernenko and other aggrieved employees remain on its clients' jobsite premises during their unpaid meal periods. Because Mr. Chernenko and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Mr. Chernenko and other aggrieved employees were unable to run personal errands because they were unable to leave the work premises. Thus, TRANS-WEST effectively maintained control over Mr. Chernenko and other aggrieved employees during their unpaid meal periods. Moreover, TRANS-WEST had a practice of requiring that Mr. Chernenko and other aggrieved employees carry a company-issued radio and to respond to requests from dispatch at all times, including during unpaid meal periods.

TRANS-WEST knew or should have known that as a result of these company-wide practices and/or policies, Mr. Chernenko and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Chernenko and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Chernenko and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

TRANS-WEST's failure to pay Mr. Chernenko and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(K) (defining "Hours Worked").

First, as set forth above, as a result of TRANS-WEST's policy of limiting the amount of overtime employees could accrue, TRANS-WEST required Mr. Chernenko and other aggrieved employees to perform work off-the-clock after scheduled shifts, including, but not limited to, completing incident reports and waiting for other employees to arrive to jobsites, without being compensated for the time they worked. Additionally, as stated, TRANS-WEST required Mr. Chernenko and other aggrieved employees to travel to distant jobsites and assignments, but they were not allowed to clock in until arriving at the assigned jobsite for the start of their scheduled shifts, and thus were not paid for any time spent traveling to or from the distant jobsites.

Second, as set forth, due to TRANS-WEST's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads, requiring employees to remain on work premises during meal periods, requiring employees to carry a company-issued radio to respond to calls from dispatch at all times, and failing to schedule meal periods, Mr. Chernenko and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Thus, TRANS-WEST did not pay at least minimum wages for all hours worked by Mr. Chernenko and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, TRANS-WEST did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, TRANS-WEST regularly failed to pay at least minimum wages to Mr. Chernenko and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

During the relevant time period, as stated, TRANS-WEST had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing jobsites while assigning heavy workloads, including providing continuous jobsite monitoring and completing observations, or “rounds,” of security checkpoints at 5- or 20-minute intervals, which has resulted in a lack of meal period coverage and prevented Mr. Chernenko and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, TRANS-WEST had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Chernenko and other aggrieved employees to not be relieved of their duties for compliant meal periods. Moreover, as stated, TRANS-WEST had a company-wide policy and/or practice of requiring that Mr. Chernenko and other aggrieved employees carry a company-issued radio to respond to requests from dispatch at all times, including during meal periods. For example, TRANS-WEST’s dispatcher employees would call Mr. Chernenko and other aggrieved employees every three (3) hours to make sure they were completing their assigned tasks and expected them to answer the calls even when they were taking their meal periods.

TRANS-WEST’s practices and policies prevented Mr. Chernenko and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Chernenko and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Chernenko would often miss meal periods and had his meal periods interrupted.

As also stated, on information and belief, during the relevant time period, TRANS-WEST maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Mr. Chernenko and other aggrieved employees remain on the work premises during the meal periods. As stated in TRANS-WEST’s “Meal and Rest Period Rules And On Duty Meal Agreement,” (*see infra*) “[TRANS-WEST] pays its employees for on-duty meal periods and requires employees to remain on site during these breaks.” Because Mr. Chernenko and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, TRANS-WEST effectively maintained control over Mr. Chernenko and other aggrieved employees during meal periods.

In addition, TRANS-WEST took the position that the nature of work performed by Mr. Chernenko and other aggrieved employees called for “on-duty” meal periods and on that basis, did not provide off-duty meal periods and did not pay Mr. Chernenko and other aggrieved employees all meal period premiums for non-compliant meal periods. However, TRANS-WEST’s use of an “on-duty” meal period policy is and was unlawful. Under California law, an on-duty meal period agreement does not absolve employers of the duty to provide timely, 30-minute meal periods.² TRANS-WEST’s on-duty meal policy failed to inform Mr. Chernenko and other aggrieved employees that they are

² Employers must provide employees a timely 30-minute meal period even though that meal period may be on-duty instead of off-duty. See *L’Chaim*, 38 Cal. App. 5th at 149 (“If an employee is entitled to an off-duty meal period of 30 minutes, yet work obligations intrude on a portion of that time, the off-duty period is converted to an on-duty period—no matter how small the portion of the period that work intruded upon—and the employee is paid for the entire period. There is no suggestion that once work interrupts an employee’s meal period, the period simply ends even if 30 minutes have not yet passed.”) and 147 (“[A]n on-duty meal period is not the functional equivalent of no meal period at all. On-duty meal periods are an intermediate category requiring more of employees than off-duty meal periods but less of employees than their normal work.”).

entitled to a 30-minute on-duty meal period and that on-duty meal periods must be timely, and therefore is facially invalid. Moreover, under California law, “on-duty” meal periods are a limited alternative to the requirement to provide off-duty meal periods and can only be utilized under certain circumstances. IWC Wage Order 4-2001, subdivision 11(A) provides that an “on duty” meal period “shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to.”

TRANS-WEST’s “on-duty” meal period policy results from the company’s own staffing and business decisions, not because the nature of the work required on-duty meal periods. There were multiple employees employed by TRANS-WEST at Mr. Chernenko’s and other aggrieved employees’ jobsite locations and TRANS-WEST’s clients’ jobsites are not in remote or isolated areas. TRANS-WEST could have provided rover meal period coverage for Mr. Chernenko and other aggrieved employees or staffed more employees at its jobsites, but chose not to do so. Further, the work of TRANS-WEST’s employees is not of the kind that could be said to meet the “nature of the work” exception. Mr. Chernenko and other aggrieved employees were responsible for patrolling premises, responding to incidents, and operating security booths. None of these tasks is akin to the kind that the California Division of Labor Standards Enforcement (“DLSE”) has found warrant an “on-duty” meal period, such as transporting hazardous materials via vehicles that must be monitored at all times pursuant to federal regulation. Therefore, TRANS-WEST’s use of an “on-duty” meal period agreement is improper and unlawful. Because of TRANS-WEST’s company-wide “on-duty” meal period policy, Mr. Chernenko and other aggrieved employees did not receive all required off-duty meal periods and did not receive premium pay for missed, late, or interrupted meal periods.

Further, TRANS-WEST did not provide Mr. Chernenko and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, on days where Mr. Chernenko worked in excess of 10 hours in one day, he was not provided with a second meal period. Mr. Chernenko and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, TRANS-WEST had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers. TRANS-WEST took the position that non-exempt, hourly paid employees had waived their rights to second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, TRANS-WEST’s “Waiver of Second Meal Period” form requires employees to provide written notice should they wish to revoke the waiver. TRANS-WEST’s presumption that meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Chernenko and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer’s obligation to provide a meal period is only “triggered” when the employer “employs an employee for a work period of more than five hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.”).

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That TRANS-WEST required Mr. Chernenko and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because TRANS-WEST's obligation to provide Mr. Chernenko and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

TRANS-WEST knew or should have known that as a result of its company-wide policies and/or practices, Mr. Chernenko and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. TRANS-WEST further knew or should have known that it did not pay Mr. Chernenko and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, TRANS-WEST engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Chernenko and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, TRANS-WEST failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest."

Augustus, et al. v. ABM Security Services, Inc., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, TRANS-WEST regularly failed to authorize and permit Mr. Chernenko and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. TRANS-WEST maintained and implemented, on a company-wide basis, a non-compliant written rest period policy that prevented Mr. Chernenko and other aggrieved employees from taking compliant rest periods. Specifically, TRANS-WEST's "Rest Break Notice" policy states, in relevant part: "Rest breaks are paid as time worked and **may be controlled by the employer.**" (emphasis added). However, under California law, an employer must relinquish any control over how the employees spend their rest period time. Thus, TRANS-WEST's written rest period policy is non-compliant on its face, as it fails to relinquish control over how employees spend their rest periods.

Additionally, as with meal periods, TRANS-WEST's company-wide practices, including understaffing and assigning heavy workloads, and its requirement that employees carry a company-issued radio at all times, including during rest periods prevented Mr. Chernenko and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, TRANS-WEST failed to schedule rest periods, which, coupled with TRANS-WEST's failure to provide adequate rest period coverage, further led to Mr. Chernenko and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, TRANS-WEST maintained a company-wide on-premises rest period policy, which effectively required that Mr. Chernenko and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Chernenko and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, TRANS-WEST effectively maintained control over Mr. Chernenko and/or other aggrieved employees during rest periods.

As a result of TRANS-WEST's practices and policies, Mr. Chernenko and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Chernenko had to forgo all of his rest periods, because of the lack of rest period coverage and TRANS-WEST's failure to schedule rest periods for employees.

TRANS-WEST also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Chernenko and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, TRANS-WEST failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. TRANS-WEST has not provided Mr. Chernenko and other

aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, TRANS-WEST has knowingly and intentionally provided Mr. Chernenko and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, TRANS-WEST issued uniform wage statements to Mr. Chernenko and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, TRANS-WEST violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because TRANS-WEST did not record the time Mr. Chernenko and other aggrieved employees spent working off-the-clock, TRANS-WEST did not list the correct amount of gross wages and net wages earned by Mr. Chernenko and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, TRANS-WEST failed to accurately list the total number of hours worked by Mr. Chernenko and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), TRANS-WEST willfully failed to maintain accurate payroll records for Mr. Chernenko and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable

IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, TRANS-WEST engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Chernenko and other aggrieved employees, in violation of section 1198. Also, in light of TRANS-WEST’s failure to provide Mr. Chernenko and other aggrieved employees with second 30-minute meal periods to which they were entitled, TRANS-WEST kept no records of meal start and end times for second meal periods.

Because TRANS-WEST failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Chernenko and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Chernenko and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, TRANS-WEST failed to pay Mr. Chernenko and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

During the relevant time period, TRANS-WEST willfully failed to pay Mr. Chernenko and other aggrieved employees who are no longer employed by TRANS-WEST all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving TRANS-WEST's employ.

Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, TRANS-WEST violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because TRANS-WEST failed to pay Mr. Chernenko and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

TRANS-WEST had a company-wide practice of sending Mr. Chernenko and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Chernenko and other aggrieved employees for half of their scheduled shift. For example, TRANS-WEST's managers and/or dispatchers sent Mr. Chernenko

home before he had an opportunity to work at least half of his scheduled shift, but on information and belief, Mr. Chernenko was only paid for the time he had worked. Although Mr. Chernenko and other aggrieved employees reported to work based on the schedule that was provided to them, TRANS-WEST would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, TRANS-WEST did not pay Mr. Chernenko and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001, further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, Mr. Chernenko and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but TRANS-WEST failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Chernenko was required to use his personal cellular phone to respond to calls from his dispatcher to discuss work-related matters, such as instructions on job duties, and to send pictures of jobsites to his supervisor. Although TRANS-WEST required Mr. Chernenko and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, TRANS-WEST failed to reimburse them for these costs.

Second, during the relevant time period, TRANS-WEST had a company-wide policy of requiring Mr. Chernenko and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. Specifically, TRANS-WEST required Mr. Chernenko and other aggrieved to travel to distant jobsites and assignments, but did not reimburse them for all travel expenses. For example, TRANS-WEST sometimes required Mr. Chernenko to drive his personal vehicle for 42 miles or more from TRANS-WEST's facility in Bakerfield, CA and/or from Mr. Chernenko's home in Bakersfield, California, to various jobsites, including those in McKittrick, California. Although TRANS-WEST required Mr. Chernenko and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, TRANS-WEST did not reimburse them for all of their travel expenses.

Third, during the relevant time period, TRANS-WEST, on a company-wide basis, expected Mr. Chernenko and other aggrieved employees to wear uniform items, including collared shirts and hats, bearing the company logo. However, TRANS-WEST did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, TRANS-WEST only provided Mr. Chernenko with one (1) shirt and one (1) hat at the time of hire. Because TRANS-WEST failed to provide Mr. Chernenko with an adequate number of uniform items, Mr. Chernenko had to wash his uniform more frequently than he would otherwise do laundry, and incur expenses in doing so. Thus, TRANS-WEST failed to maintain the uniforms it required Mr. Chernenko and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

TRANS-WEST could have provided Mr. Chernenko and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and an adequate number of uniform items or access to laundering services. Or, TRANS-WEST could have reimbursed employees for the costs of their mobile device usage, mileage and travel expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, TRANS-WEST passed these operating costs onto Mr. Chernenko and other aggrieved employees. At all relevant times, Mr. Chernenko did not earn at least two (2) times the minimum wage.

Thus, TRANS-WEST had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Chernenko and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

TRANS-WEST failed to provide Mr. Chernenko and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). TRANS-WEST's failure to provide Mr. Chernenko and other aggrieved employees with written notice of basic information regarding their employment with TRANS-WEST is in violation of Labor Code section 2810.5.

Mr. Chernenko and other aggrieved employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TRANS-WEST into compliance with Labor Code section 2810.5, pursuant to Labor Code section 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." TRANS-WEST, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Chernenko's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Chernenko seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Chernenko, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against TRANS-WEST for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Chernenko seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Chernenko's reasonable attempt to settle his dispute with TRANS-WEST prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform TRANS-WEST of Mr. Chernenko's aforementioned grievances and the proposed remedies as detailed below, while affording TRANS-WEST a reasonable opportunity to satisfy Mr. Chernenko's demands.

Demand is hereby made that TRANS-WEST shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. TRANS-WEST shall pay Mr. Chernenko and all other aggrieved employees employed by TRANS-WEST at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. TRANS-WEST shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid all reporting time pay.

3. TRANS-WEST shall conduct a survey or interview all current and former aggrieved employees in California who worked for TRANS-WEST in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided and the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for mobile device expenses, mileage and travel expenses, and laundering expenses, with the investigation to be completed within 60 days.
4. TRANS-WEST shall pay Mr. Chernenko and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. TRANS-WEST also shall pay Mr. Chernenko and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. TRANS-WEST shall pay accrued legal interest to Mr. Chernenko and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. TRANS-WEST shall provide Mr. Chernenko and all aggrieved employees employed by TRANS-WEST at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
7. TRANS-WEST shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
8. TRANS-WEST provide pay all aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
9. TRANS-WEST shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for TRANS-WEST's benefit, including, but not limited to, costs of mobile device usage, mileage and travel expenses, and laundering expenses, or other expenditures, as required by Labor Code section 2802.
10. TRANS-WEST shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
11. TRANS-WEST shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 4-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

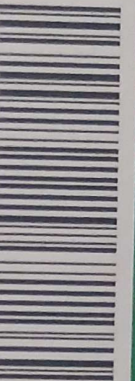
A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: TRANS-WEST SECURITY SERVICES, INC. (via U.S. Certified Mail); TRANS-WEST SERVICES, INC. (via U.S. Certified Mail)

Capstone Law, APC
 1875 Century Park, East, 1000
 Los Angeles, CA. 90067

7022 2410 0000 2265 0502



CERTIFIED MAIL

TRANS-WEST SECURITY
 SERVICES, INC.
 8503 CRIPPEN STREET
 BAKERSFIELD, CA 93311

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 SERVICES, INC.
 8503 CRIPPEN STREET
 BAKERSFIELD, CA 93311

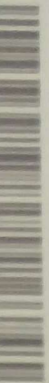
PS Form 3800, April 2015 PSN 7530-02-000-9037

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card, placed in this box, to the back of the mail piece.

TRANS-WEST SECURITY
 SERVICES, INC.
 8503 CRIPPEN STREET
 BAKERSFIELD, CA 93311



0500 9402 7708 2122 1530 04

7022 2410 0000 2265 0502

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

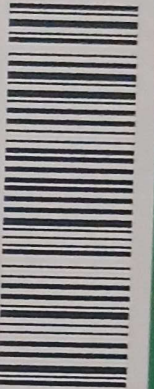
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2265 0519



TRANS-WEST SERVICES, INC.
8503 CRIPPEN STREET
BAKERSFIELD, CA 93311

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V. TRANS

☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Post

TRANS-WEST SERVICES, INC.
8503 CRIPPEN STREET
BAKERSFIELD, CA 93311

Postage \$
Total \$
Item \$
Slogan \$
City:

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

TRANS-WEST SERVICES, INC.
8503 CRIPPEN STREET
BAKERSFIELD, CA 93311

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)
7022 2410 0000 2265 0519

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece

**TRANS-WEST SECURITY
SERVICES, INC.
8503 CRIPPEN STREET
BAKERSFIELD, CA 93311**



9590 9402 7706 2122 1530 64
2. Article Number (Transfer from service label)

7022 2410 0000 2265 0502

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Nicole McLeod*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Nicole McLeod

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

il Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**TRANS-WEST SERVICES, INC.
8503 CRIPPEN STREET
BAKERSFIELD, CA 93311**



9590 9402 8803 4005 5746 82

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0519

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Nicole McLeod*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Nicole McLeod

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

il Mail
il Mail Restricted Delivery
(over \$500)

Domestic Return Receipt