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RE: *Robert Neyman v. Guardian Protection Force Inc.*

Dear Representative:

This office represents Robert Neyman (**"Mr. Neyman"**) with respect to his claims under the California Labor Code against Guardian Protection Force Inc. ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Neyman since approximately October 24, 2018, as an hourly, non-exempt employee. During his employment with Employer, Mr. Neyman was employed as a Lieutenant at Employer's location at 11160 Sun Center Dr., Rancho Cordova, California 95670. Employer is a private security company providing armed, unarmed, plainclothes protection, consulting, and investigative services.

Mr. Neyman intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq*., the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Neyman is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Neyman's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order") including *inter alia*, IWC Wage Order No. 4. These claims are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Neyman and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Mr. Neyman and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such

work. Employer also failed to provide Mr. Neyman and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Mr. Neyman and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Neyman and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. By way of example, Mr. Neyman regularly works overtime, including more than twelve (12) hours in a workday. However, Employer pays him for only approximately fifteen to twenty-five percent (15–25%) of his overtime hours worked. Employer also pays him for only approximately three to five percent (3–5%) of his double-time hours worked. Recording double-time hours is strongly discouraged, and Mr. Neyman is expected to record overtime only when working a post scheduled for twelve (12) hours. He is not permitted to record hours worked beyond his scheduled hours. Employer fails to pay Mr. Neyman the required overtime and double-time compensation for all hours worked. Furthermore, Mr. Neyman regularly performs substantial work without compensation. For years, after working approximately eight to ten (8) hours and clocking out, he continues handling work-related phone calls, texts, and assignments. Because there are no other supervisors available, he is required to continue performing these duties after clocking out. Mr. Neyman estimates that he works approximately forty (40) additional hours per week off the clock. Mr. Neyman's supervisor and lieutenant, [redacted], instructs him to perform this work but tell him that he cannot record the additional time because doing so will cause problems. Mr. Neyman is previously reprimanded for recording too much overtime and is instructed to stop recording overtime, even though he continues to perform the work. Employer's owners, [redacted], are also aware of these practices. Mr. Neyman and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Neyman and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Neyman and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Neyman and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer requires Mr. Neyman and other supervisors to adjust employees' timecards to make the recorded time appear compliant with the Labor Code when employees' actual punches do not conform. Mr. Neyman is personally required to edit timecards and is directed to do so by [redacted] and Employer's owners, [redacted]. Thousands of employee timecards are edited pursuant to this practice. After Mr. Neyman realized that employees should be paid for all time they work, he raised concerns that employees should be paid based on their actual hours worked. Employer responded that the timekeeping practice is "the policy." Employer also failed to accurately record the actual time worked by Mr. Neyman and Aggrieved Employees, which resulted in a failure to pay Mr. Neyman and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Neyman and Aggrieved

Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Neyman and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Neyman and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Neyman and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Neyman and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with timely uninterrupted 30-minute meal periods. Further, Mr. Neyman and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Neyman and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. On the occasions that Mr. Neyman and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Neyman and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Neyman and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Neyman and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Neyman and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Neyman and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls, text messages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Neyman and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods. Mr. Neyman does not receive compliant

meal periods. When he began working for Employer, he would take his meal periods after approximately eight (8) hours of work rather than within the legally required timeframe. Although he is paid for these breaks, he does not take them within the required timeframe. Since 2022, his meal periods are frequently late. Mr. Neyman estimates that at least fifty to sixty percent (50–60%) of the meal periods he takes are late. He is required to record these meal periods as compliant or edit his timekeeping later because he will otherwise get in trouble. Mr. Neyman also misses meal periods approximately three to five (3–5) times per week. Approximately eighty percent (80%) of the time, he is required to enter a meal period into the timekeeping system even when he does not actually take one, or he will get in trouble. When Mr. Neyman does take a meal period, it is regularly interrupted. He is required to monitor his cell phone and continuously answer work-related calls and texts during his meal periods. Approximately ninety-eight percent (98%) of his meal periods are interrupted or he is required to work straight through them. His meal periods are also frequently cut short because of work demands. Mr. Neyman frequently works shifts exceeding ten (10) hours. Even when overtime is recorded, he is told that he can take his meal periods, but his workload makes it impossible to do so. Depending on the client, he may also be required to remain on site during his meal period. Mr. Neyman also performs work during meal periods, including driving to other sites and preparing reports. These meal period practices are widespread among Employer's security officers. Mr. Neyman frequently complains about the lack of compliant meal periods. Employer's CFO, [redacted], dismisses these complaints and treats the practices as something employees are simply expected to accept. Employer rarely pays meal period premiums. Mr. Neyman estimates that he received a meal period premium only approximately five (5) times over a period of four (4) years.

Mr. Neyman and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Neyman and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Neyman and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Mr. Neyman and Aggrieved Employees to work through rest periods. Mr. Neyman and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Neyman and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently

interrupted or cut short. Moreover, Mr. Neyman and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Neyman and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Neyman and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Neyman and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Neyman and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Neyman and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, text messages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Neyman and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods. Mr. Neyman does not receive compliant rest periods. Although Employer technically allows rest periods, work demands require him to work through them or take purported "breaks" while driving between job sites. He is required to monitor his cell phone and remain available during rest periods, preventing him from being relieved of all duty. Mr. Neyman missed essentially all required rest periods up until early 2026 because his work demands did not permit him to take compliant rest periods. He has not received rest period premiums for these violations.

Mr. Neyman and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7, and 1198.

Mr. Neyman and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Neyman and Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Neyman and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Neyman and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, the correct rates of pay, commissions, split shift differential, and reimbursements. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Neyman and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Neyman and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 1198.5 and 1174(d).

Mr. Neyman and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Neyman and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, tasers, firearms, pepper spray, gas and milage required for work-mandated transportation, and other work mandated equipment.

Accordingly, Employer violated IWC Order No. 4 and California Labor Code sections 2800 and 2802.

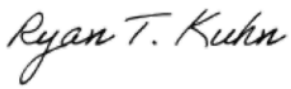
Mr. Neyman and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; and attorneys' fees and costs.

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Therefore, on behalf of the State of California and all Aggrieved Employees, Mr. Neyman may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,



Ryan T. Kuhn

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Rancho Cordova, CA 95670

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