

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1009**

**June 5, 2025
CA3678**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Master Guard Security
Certified Mail #9589071052703176334396
Sayed H Shah
26565 W AGOURA RD
CALABASAS, CA 91302**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Arin Carter (“Plaintiff”) and all other Aggrieved Employees of Master Guard Security (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Master Guard Security in California, including any employees staffed with Master Guard Security by a third party, and classified as non-exempt employees during the time period of June 5, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from August of 2024 to May 14, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as an unarmed security guard and from August of 2024 to May 14, 2025 working at a homeless shelter located at 1183 E Mission Blvd. Pomona, CA 91766, one of the locations where Defendant places its security guards. Defendant’s location was where Plaintiff would perform his job duties consisting of wandering people down, going through their personal belongings, confiscating weapons, checking each room in the homeless shelter for any dangerous or illegal items, delivering

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food to people in the shelter, and monitoring the 50 people in the homeless shelter each day. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

For example, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of having to oversee an entire homeless shelter in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Further, Plaintiff was never encouraged to take meal or rest breaks by any of his supervisors. Plaintiff's wage statements show that no rest break premium payments were paid for rest breaks that were missed or interrupted by work duties. Plaintiff's wage statements also show that none of the actual meal break violations that occurred resulted in Defendant providing meal break premium payments. Plaintiff's meal breaks were late, missed or interrupted multiple times every week. As a result of having to oversee an entire homeless shelter, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. Plaintiff was also asked to wand down people entering the homeless shelter many times while off the clock. Further, Plaintiff was the only security guard on duty during his shift. That meant he had to be ready at any time, including during meal or rest breaks, for any emergencies or any altercations that took place. Plaintiff also had to conduct pass downs where he would update the next security guard on all that occurred during Plaintiff's shift and the prior shift. However, Plaintiff was not compensated for this work after his shift ended. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above. As a result of Defendant failing to pay all meal and rest break premium wages, the wage statements are inaccurate. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from December 23, 2024 to January 5, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2024. Attached as **Exhibit #2** is the true and correct copy of Plaintiff's wage statement for the pay period from February 17, 2025 to March 2, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where Plaintiff used his cell phone to scan a QR code taking him to an app where he would submit a form for proof he completed his patrol every hour as required. He also had to take pictures of the surrounding areas of the homeless shelter to prove it wasn't trashed and submit those photos using a different QR code for the same app. Plaintiff also had to use his phone to communicate with supervisors for work. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

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Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1

MASTER GUARD SECURITY
26565 AGOURA ROAD
UNIT 200
CALABASAS, CA 91302
(800) 345-9099

NON-NEGOTIABLE

PAY TO THE ORDER OF CARTER, ARIN C

NET \$1,038.27

CARTER, ARIN C



CARTER, ARIN C

WORKER ID : 952E-353



PERIOD START	12/23/2024	CHECK DATE	01/10/2025
PERIOD END	01/05/2025	CHECK NUMBER	0

MASTER GUARD SECURITY

26565 AGOURA ROAD
UNIT 200
CALABASAS, CA 91302
(800) 345-9099

EMPLOYER MEMO:

TIME OFF TYPE	EARNED	USED	AVAILABLE	EARNED YTD	USED YTD

EARNINGS TYPE	RATE	WORKED	TIME OFF	CURRENT	YTD
REGULAR - HRLY	18.00	64.00		\$1,152.00	\$1,152.00
- O/TIME - HRLY	27.00	0.18		\$4.86	\$4.86

TOTAL HOURS & EARNINGS	\$64.18	\$0.00	\$1,156.86	\$1,156.86
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TAXES TYPE	CURRENT	YTD
DISAB-CA	\$13.88	\$13.88
FED WTH	\$0.00	\$0.00
FICA	\$71.73	\$71.73
MEDFICA	\$16.77	\$16.77
STATE-CA	\$16.21	\$16.21

TOTAL TAXES	\$118.59	\$118.59
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DEDUCTIONS TYPE	CURRENT	YTD

TOTAL DEDUCTIONS	\$0.00	\$0.00
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TOTAL EARNINGS	\$1,156.86	\$1,156.86
TOTAL TAXES	\$118.59	\$118.59
TOTAL DEDUCTIONS	\$0.00	\$0.00
NET PAY	\$1,038.27	

*Non-Cash Earnings are not included in the Net Pay amount, but are included in the Earnings Period and YTD Totals

EXHIBIT NO. 2

MASTER GUARD SECURITY
26565 AGOURA ROAD
UNIT 200
CALABASAS, CA 91302
(800) 345-9099

NON-NEGOTIABLE

PAY TO THE ORDER OF CARTER, ARIN C

NET \$1,043.07

CARTER, ARIN C



CARTER, ARIN C

WORKER ID : 952E-353



PERIOD START	02/17/2025	CHECK DATE	03/07/2025
PERIOD END	03/02/2025	CHECK NUMBER	0

MASTER GUARD SECURITY

26565 AGOURA ROAD
UNIT 200
CALABASAS, CA 91302
(800) 345-9099

EMPLOYER MEMO:

TIME OFF TYPE	EARNED	USED	AVAILABLE	EARNED YTD	USED YTD

EARNINGS TYPE	RATE	WORKED	TIME OFF	CURRENT	YTD
REGULAR - HRLY	18.00	64.00		\$1,152.00	\$5,530.50
- O/TIME - HRLY	27.00	0.38		\$10.26	\$53.73
SIC - HRLY				\$0.00	\$144.00

TOTAL HOURS & EARNINGS	\$64.38	\$0.00	\$1,162.26	\$5,728.23
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TAXES TYPE	CURRENT	YTD
DISAB-CA	\$13.95	\$68.74
FED WTH	\$0.00	\$8.28
FICA	\$72.06	\$355.15
MEDFICA	\$16.85	\$83.06
STATE-CA	\$16.33	\$83.55

TOTAL TAXES	\$119.19	\$598.78
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DEDUCTIONS TYPE	CURRENT	YTD

TOTAL DEDUCTIONS	\$0.00	\$0.00
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TOTAL EARNINGS	\$1,162.26	\$5,728.23
TOTAL TAXES	\$119.19	\$598.78
TOTAL DEDUCTIONS	\$0.00	\$0.00
NET PAY	\$1,043.07	

*Non-Cash Earnings are not included in the Net Pay amount, but are included in the Earnings Period and YTD Totals