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May 7, 2025

VIA ELECTRONIC SUBMISSION

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Subject: *Greg Steshenko v. United Security Specialists.*

Dear Representative:

This office represents Greg Steshenko in connection with his claims under the California Labor Code. Mr. Steshenko was an employee of United Security Specialist, Inc. ("United").

The employer may be contacted directly:

United, Security Specialists, Inc.
1793 Lafayette Street, 2nd Floor
Santa Clara, CA 95050

Mr. Steshenko intends to seek civil penalties, wages, and all other available relief for violations of the California Labor Code, which are recoverable under California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA"). Mr. Steshenko seeks recovery on behalf of himself, the State of California, and other individuals who performed labor for United as a hourly-paid Security Guards or individuals holding similar job positions, who worked for United in California ("aggrieved employees"). This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

United provides security guard and related services for various clients throughout the state of California. United employed Mr. Steshenko as a Security Guard in approximately March and April, 2025, in California. Mr. Steshenko's relevant claims are as follows:

Violation of California Labor Code § 2802

California Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." During the relevant time period, United maintained policies and procedures requiring its Security Guards to incur expenses for various items including, but not limited, to use of their own personal phones and computer equipment. Nonetheless, United failed to reimburse Mr. Steshenko and other aggrieved employees for these expenses incurred in discharging their duties performing delivery services. As a result, United failed to pay Mr. Steshenko and aggrieved employees for these unreimbursed business expenses in violation of Labor Code section 2802.

Violation of California Labor Code §§ 510 and 1198

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) 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. United maintained policies and procedures including, but not limited to, failing to properly track the time worked by Security Guards and pay overtime wages therefore, during the relevant time period, aggrieved employees who worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week were not paid overtime premiums for all of the hours worked and were not properly compensated. Because Mr. Steshenko and aggrieved employees worked shifts of eight (8) hours a day and/or forty (40) hours in a week, some of this uncompensated work qualified for overtime premium. As a result, United failed to pay Mr. Steshenko and aggrieved employees for this uncompensated work in violation of Labor Code sections 510 and 1198.

Violation of California Labor Code §§ 1194, 1197, and 1197.1

California Labor Code sections 1194, 1197, and 1197.1 require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission ("IWC"). The payment of a lesser wage than the minimum so fixed is unlawful. United required its Security Guards to perform various work tasks for which the aggrieved employees were not paid any compensation. The time spent under United's control performing these tasks is spent off-the-clock, and United did not compensate aggrieved employees for the time they spent performing this work.

To the extent that these off-the-clock hours did not qualify for overtime premium payment, United did not pay minimum wages for those hours worked off-the-clock, in violation of California Labor Code sections 1194, 1197 and 1197.1. In addition, United did not pay Mr. Steshenko and aggrieved employees at least minimum wages for all the hours they worked on a cumulative basis. Accordingly, United regularly failed to pay at least minimum wages to Mr.

Steshenko and aggrieved employees for all of the hours they worked, in violation of California Labor Code sections 1194, 1197 and 1197.1.

Violation of California Labor Code §§ 226.7 and 512

California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order require employers to provide meal and rest breaks and require employers 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 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. United failed to provide Mr. Steshenko and other aggrieved employees all meal and/or rest periods and failed to properly compensate Mr. Steshenko and other aggrieved employees for late and missed meal and rest periods. As a result of United's policy and practices discussed herein, those aggrieved employees were prevented from taking an off-duty break or receiving paid off-duty rest periods.

As a result of United's work requirements, Mr. Steshenko and aggrieved employees could not take timely, uninterrupted statutorily-compliant meal breaks and/or rest breaks. United then failed to pay Mr. Steshenko and other aggrieved employees the full meal and rest period premiums due pursuant to California Labor Code sections 226.7 and 512.

Violation of California Labor Code § 226(a)

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. United did not provide Mr. Steshenko and other aggrieved employees with properly itemized wage statements. The violations include failing to list the total hours worked and failing to record and then state the hours they worked off-the-clock or through breaks.

Consequently, Mr. Steshenko and other aggrieved employees were unable to verify, solely from information on the wage statements themselves, that they were paid correctly and in full. In addition, because United failed to provide the accurate number of total hours worked on wage statements, Mr. Steshenko and other aggrieved employees have been prevented from determining if all hours worked were paid or the extent of the underpayment. As a result, Mr. Steshenko and other aggrieved employees must reconstruct their time records and perform computations in order to analyze whether in fact they were paid correctly and the extent of the underpayment, all at great expense to them in terms of both time and money.

Violation of California Labor Code §§ 201, 202, and 203

California Labor Code sections 201, 202, and 203 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 his employment, his or his 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 his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting. United willfully failed to pay aggrieved employees who are no longer employed by United all of their earned wages, including but not limited to, unpaid overtime wages, unpaid minimum wages, unpaid meal and rest period premium wages, and reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving United's employ.

Violation of California Labor Code § 204

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, United failed to pay Mr. Steshenko and other aggrieved employees all wages due to them, including, but not limited to, unpaid overtime wages, unpaid minimum wages, unpaid meal and rest period premium wages, and reporting time pay, within any time period specified by California Labor Code section 204.

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

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

Matthew R. Bainer
The Bainer Law Firm
1999 Harrison St., Ste. 1800
Oakland, CA 94612
(510) 922-1802

Best Regards,



Matthew R. Bainer

Copy: United Security Specialists, Inc. (via certified mail)