

REMEDY LAW GROUP LLP
610 E. Providencia Ave., Unit B
Burbank, CA 91501
Phone: 818.422.5941

February 25, 2021

Via Certified Mail
Return Receipt Requested

WORLDWIND SERVICES, LLC
c/o CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

**RE: NOTICE OF LABOR CODE VIOLATIONS (LABOR CODE §2699.3),
PRIVATE ATTORNEYS GENERAL ACT**

To Whom It May Concern:

Pursuant to Labor Code §2699.3(a)(1), AMADO LOPEZ (“EMPLOYEE”) hereby provides this written notice of filing a Labor Code §2699 *et seq.* (Private Attorneys General Act) claim against WORLDWIND SERVICES, LLC (“RESPONDENT”). This notice is being provided to both the California Labor & Workforce Development Agency via online submission and to RESPONDENT via certified mail.

EMPLOYEE seeks relief on behalf of himself, the State of California, and all other current and former non-exempt employees of RESPONDENT (referred to herein collectively with EMPLOYEE as “CLAIMANTS”).

1. General Facts

RESPONDENT employed EMPLOYEE on a full-time basis as a panel washer and tractor operator from July 2015 to May 2020. Throughout the EMPLOYEE’S employment, RESPONDENT failed to accurately compensate CLAIMANTS for work they were performing by failing to pay them overtime wages, by forcing them to work off the clock either before, during, or after his shift, and by forcing them to work through meal and rest breaks, and failing to schedule or otherwise provide, authorize or permit such breaks.

During work hours and other times, including during regularly scheduled work hours, RESPONDENT failed to provide at least 30-minutes of uninterrupted meal breaks at appropriate times to CLAIMANTS (including as to any shift in excess of ten (10) hours). Additionally, RESPONDENT failed to provide at least 10 minutes of uninterrupted rest breaks at appropriate times to CLAIMANTS. RESPONDENT generally failed to pay any meal premiums and/or rest break premiums, and when they did, they did so at the incorrect rate. RESPONDENT also failed

to pay CLAIMANTS the minimum wages earned. RESPONDENT failed to accurately pay overtime and double time wages to CLAIMANTS when they worked such time. RESPONDENT also failed to accurately record CLAIMANTS' work hours and meal periods. Moreover, RESPONDENT failed to provide accurate itemized wage statements or to timely pay wages due and owing to CLAIMANTS. Lastly, RESPONDENT failed to pay CLAIMANTS all wages due upon termination and failed to maintain required records for CLAIMANTS.

2. Legal Theories of Labor Code Violations

The specific provisions of the Labor Code RESPONDENT violated include, but are not limited to, the following:

1. RESPONDENT violated Labor Code §§ 1194, 1194.2, and 1197 because RESPONDENT failed to pay CLAIMANTS appropriate minimum wage compensation.
2. RESPONDENT violated Labor Code §§ 510 and 1198 because RESPONDENT failed to pay CLAIMANTS appropriate overtime wages for all hours over eight (8) in a workday or forty (40) in a workweek, including, but not limited to, time spent working off the clock or during legally mandated meal periods.
3. RESPONDENT violated Labor Code § 226.7, 512, and 1198 because RESPONDENT failed to authorize and permit CLAIMANTS uninterrupted rest periods at appropriate times, failed to pay required premium pay, or paid premiums at the incorrect rate.
4. RESPONDENT violated Labor Code §§ 226.7, 512 and 1198 because RESPONDENT failed to provide CLAIMANTS uninterrupted meal periods at appropriate times, nor properly paid premium pay for such.
5. RESPONDENT violated Labor Code § 204 because RESPONDENT failed to pay CLAIMANTS earned and due wages in a timely fashion during the course of their employment, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums.
6. RESPONDENT violated Labor Code §§ 226, 226.3, 1174, and 1174.5 because RESPONDENT failed to provide CLAIMANTS with accurate itemized wage

statements and because it failed to maintain required records, including but not limited to by failing to reflect hours worked and compensation earned while working off-the-clock, and by failing to accurately set forth all the requirements of § 226(a). This also includes any violation caused as a result of other violations described in this letter.

7. RESPONDENT violated Labor Code §§ 201, 202, and 203, because RESPONDENT knowingly and willfully failed to properly pay CLAIMANTS all wages earned and unpaid at the time of the discharge or resignation, including but not limited to overtime compensation.

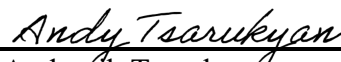
As a result of RESPONDENT'S violations of the above referenced Labor Code provisions, as well as other California laws, RESPONDENT is liable for all applicable back wages, premiums and penalties, interest, attorneys' fees, costs, and all other applicable damages and remedies under California Labor Code section 2698 *et seq.* and any other applicable statute, including but not limited to Labor Code section 558.

We look forward to receiving your response to this letter pursuant to Labor Code §2699.3(a)(2)(A). Should you have any questions or concerns, please do not hesitate to contact me at your convenience. I am readily accessible via telephone, e-mail, or by letter for purposes of correspondence.

Thank you for your anticipated professionalism and cooperation. You may be certain that it will be reciprocated.

Sincerely,

REMEDY LAW GROUP LLP



Andranik Tsarukyan
Armen Zenjiryan