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February 2, 2023

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5026

Return Receipt Requested

AOCLSC, Inc.

c/o William Barkett, Agent for Service of Process

8015 Paramount Blvd.

Pico Rivera, CA 90660

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5033

Return Receipt Requested

AOCUSA

1601 McCloskey Blvd.,

Tampa, FL 33605

Re: Marco Martinez v. AOCLSC, Inc. dba AOCUSA

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency and AOCLSC, Inc.

From: Marco Martinez, on behalf of himself and other aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that these firms, Mahoney Law Group, APC and Employment Rights Law Group, APC, represent the interests of Marco Martinez ("Mr. Martinez" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

AOCLSC, Inc. doing business as AOCUSA or Amalie Oil (“Employer”) is a motor oil manufacturer headquartered in Tampa, Florida and operates a facility in California. Mr. Martinez was an hourly-paid, non-exempt employee for Employer.

Mr. Martinez alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, and 1197, by failing to provide Mr. Martinez and all other aggrieved employees with all wages for all hours worked, including, but not limited to, regular and minimum wage, overtime pay, meal and rest period premium pay. Mr. Martinez and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employers in non-exempt general operator, or similar positions, in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. EMPLOYER’S FAILURE TO PAY WAGES ON A TIMELY BASIS

Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Pursuant to Labor Code § 204(d), these requirements are “deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

Here, Mr. Martinez and Aggrieved employees received their paychecks corresponding to each pay period ***ten days after each period***. This is a clear violation of the Labor Code section 204, requiring that the paycheck must be issued and wages paid within seven days after each pay period where, as here, workers are paid on a weekly basis.

Labor Code § 210 provides that “in addition to, an entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty compensation policies and practices described in detail above, Mr. Martinez and the other Aggrieved Employees are entitled to recover penalties under Labor Code § 210 through PAGA.

B. Employer Failed to Provide Mr. Martinez and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Mr. Martinez alleges that he and other aggrieved employees were routinely not provided with timely, 30-minute off-duty meal periods, as required by the Labor Code. Employer failed to maintain a policy or practice of providing meal and rest periods for Employees as they were not always allowed to take their meal and rest periods in a timely manner. Mr. Martinez and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal

period within the first five (5) hours worked. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) When employees failed to receive their meal break, they did not receive premium pay as compensation for the missed meal breaks. Specifically, Employers' policy provided that Mr. Martinez and other aggrieved employees were required to take their meal breaks at the end of their shifts.

Mr. Martinez further alleges that he and other aggrieved employees did not receive duty-free, uninterrupted rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Employer prevented Mr. Martinez and other aggrieved employees from taking rest breaks throughout their shifts. This was due to Employer's policy of not authorizing Employees to take their rest periods. Mr. Martinez and other aggrieved employees were also not told to take a second rest period, on shifts exceeding six hours of work.

When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest breaks. Employer's conduct, which is in violation of the Labor Code, is also actionable under PAGA.

C. Employer Failed to Pay Mr. Martinez and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Mr. Martinez and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Specifically, Mr. Martinez and other aggrieved employees regularly worked beyond the eighth (8th) hour of their shifts, but Employer only compensated Mr. Martinez and aggrieved employees for eight (8) hours at their regular rate of pay and did not compensate Mr. Martinez and similarly aggrieved employees for all time worked beyond the eighth hour of their scheduled shifts at one and one-half times the employees' regular rate of pay. Mr. Martinez and other aggrieved employees often worked overtime, however Defendant failed to compensate for all overtime hours worked as Mr. Martinez and aggrieved employees were not given proper meal and rest breaks. As a result, Employers failed to compensate Mr. Martinez and other aggrieved employees for all time actually worked at the proper rate of pay.

Employer was obligated to pay Mr. Martinez and other aggrieved employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week. Employer's conduct is in violation of Labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

D. Employer Failed to Provide Mr. Martinez and Other Aggrieved Employees with Compliant Wage Statements, to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law

Based on currently available information and records, Employer did not keep complete and accurate time records in violation of the Labor Code, the applicable wage order, and actionable under PAGA.

Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) 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;
- (8) the name and address of the legal entity that is the employer...; and,
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Employer failed to include their correct name, AOCLSC, Inc., on the paystubs. Employer used a fictitious business name registered in Florida, not California, on Mr. Martinez's and other aggrieved employees pay stubs. The Paystubs issued to Mr. Martinez and other aggrieved employees mention AOCUSA. There is no means to understand what AOCUSA refers to. By failing to include on Mr. Martinez's and other aggrieved employees' pay stubs all rest and meal break premium wages and full compensation for all hours worked including proper overtime wages as set forth above, Employer failed to keep accurate payroll records and failed to provide Mr. Martinez and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, 203, and 204 due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Martinez becomes aware of additional compensation owed or losses incurred by Mr. Martinez or by any other aggrieved employee of the Employers, Mr. Martinez expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

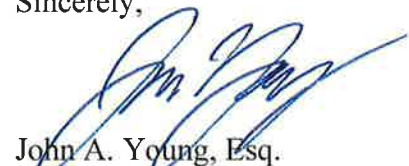
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If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

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Sincerely,



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