

LAW OFFICES OF
RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 WILSHIRE BOULEVARD, SUITE 2200
LOS ANGELES, CALIFORNIA 90010
TELEPHONE: (323) 777-7777
FACSIMILE: (213) 480-6201
EMAIL: ABICKFORD@YOUNESSILAW.COM

PLEASE NOTE THIS FIRM DOES NOT
ACCEPT SERVICE BY FACSIMILE OR EMAIL

February 11, 2025

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Dagoberto Evenor Nolasco Menjivar v. Davalan Sales, Inc.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 22008)

To Whom It May Concern:

Please be informed that Davalan Sales, Inc. located at 1601 E. Olympic Blvd., Suite 325 Los Angeles, CA 90021 (referred to as "Respondent"), and any other employers or person(s) acting on behalf of Respondent as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Dagoberto Evenor Nolasco Menjivar, as well as other employees working for Respondent within the past four years, including all of Respondent's other locations within California.

Our client worked for Respondent as from on or about August 2021 to September 3, 2024, initially as a driver and then as a laborer in the shipping and packing department. Respondent failed to pay our client wages when due, failed to provide meal and rest periods to our client, failed to maintain complete and accurate time records, failed to provide accurate itemized wage statements to our client, unlawfully deducted monies from our client, and failed to pay our client earned and due wages upon separation of employment.

Our client may represent all other potentially aggrieved employees who were subjected to the same labor code violations as follows:

Respondent violated Labor Code §§ 512 and 226.7 because it failed to provide our client and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. Respondent failed to affirmatively advise of the right to take statutory meal

periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondent did not pay to our client and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided.

Respondent violated Labor Code § 226.7 because it failed to provide our client and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondent failed to affirmatively advise our client and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our client's rest breaks, and/or did not completely relieve our client of all duty during said rest breaks. Respondent did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks was not provided.

Respondent violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, 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. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondent further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondent violated Labor Code § 203 because it willfully failed to pay our client and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondent violated Labor Code §221 because it deducted and withheld monies from wages earned from our client and/or other aggrieved employees.

Respondent may have the right to cure certain violations and/or reduce certain civil penalties pursuant to Labor Code § 2699.5 et seq. and 2699.3 et seq.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 558, 226.3.

Respondent's violations of 8 Code of Regulations § 11070, Industrial Welfare Commission Order No. 7-2001, Labor Code §§ 201-203, 221, 226, 226.7, 512, 1194, 2699, and other applicable provisions, as alleged herein (i.e. Respondent failed to pay wages when due, AND/OR has failed to provide meal periods, AND/OR has failed to provide rest breaks, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR

unlawfully deducted monies from our client, AND/OR failed to maintain complete and accurate time records AND/OR has failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that he and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondent, on behalf of himself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondent.

Respectfully,

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

Andreea Bickford

**Andreea Bickford
Attorney at Law**