



March 21, 2025

VIA LWDA WEBSITE

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

Re: *Shawn Paul Martinez v. West Valley Aviation, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Shawn Paul Martinez (“Mr. Martinez”) in claims for Labor Code violations arising from his employment with West Valley Aviation, Inc.; and DOES 1 through 100 (collectively referred to herein as “Employers”). Mr. Martinez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Employers’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, the “aggrieved employees” whom Mr. Martinez seeks to represent are the other non-exempt employees of Employers who performed work in California at any time during the one year preceding the date of this letter through the present.

Mr. Martinez started his employment with Employers approximately January 2020 and continued to approximately July 3, 2024. Mr. Martinez worked as part of Employers’ ground crew, loading planes with cargo – primarily bags of fertilizer and/or chemicals. Generally Mr. Martinez was scheduled to work seven days a week during the June through October peak season, Monday through Sunday, on 10-15 hour shifts, from 3 p.m. or 4 p.m. to 8 a.m. or 9 a.m., but he did not have a regular schedule and Employers often changed his shift times as flight exigencies, delays and schedules so required. In the off season, Mr. Martinez generally worked 8 hour shifts, Monday through Friday, from approximately 3 p.m. to 4 p.m. through 8 a.m. or 9 a.m. However, shifts were subject to change such that Mr. Martinez and other non-exempt employees were required to call in almost every day (if not every day) prior to beginning their shift to check for scheduling

adjustments, but were not paid for this time or reimbursed for this necessary use of their personal devices. Similarly, Mr. Martinez and other non-exempt employees were also required to use their personal vehicles to drive to various of employers' locations while working, but were also not reimbursed for this necessary and routine use of same. Finally, Mr. Martinez and other non-exempt employees had to spend approximately 2-3 minutes getting temperature checks prior to clocking in during the time when mandatory COVID precautions were being enforced by Defendants.

Throughout the duration of Mr. Martinez's employment with Employers, Mr. Martinez and other aggrieved employees were not paid for all hours worked as Employers did not accurately keep track of all hours worked. Upon information and belief, the time records maintained by Employers were not reflective of the actual number of hours that Mr. Martinez and other aggrieved employees actually worked, due in part to off the clock work and routine deprivation of meal and rest periods.

Employers also did not provide Mr. Martinez and other non-exempt employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally compliant second meal period when they worked shifts longer than 10 hours. On a regular basis, Mr. Martinez and other non-exempt employees were required to continue working without time for a meal period in order to conform to varying plane schedules affected by weather and other exigencies. Mr. Martinez and other non-exempt employees were forced to skip meal and rest periods during the high season for these reasons, and because they were required to complete unloading of a plane before they were authorized to take a meal or rest period. These deprivations were less ubiquitous during the off season, but still periodically occurred. When meal periods were taken, they were frequently interrupted by work-related communications and tasks. Even though Mr. Martinez frequently worked more than 10 hours in a work day, he does not recall receiving a second meal period, nor does he recall ever signing a first or second meal period waiver. Despite Employers' failure to provide Mr. Martinez and other non-exempt employees with all lawful meal periods due to their uniform and unlawful practices, Employers routinely did not provide Mr. Martinez and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Employers maintained no payroll code or another mechanism for the payment of meal period premiums in the event Mr. Martinez and other non-exempt employees were not authorized to take lawful meal periods.

Employers also did not authorize Mr. Martinez and other aggrieved employees to take all legally required rest periods; including third rest periods when working in excess of 10 hours. Specifically, Mr. Martinez and other non-exempt employees were often unable to take timely and compliant rest periods as the demands and time restrictions of their assigned duties often made taking timely and full rest periods impossible. This was in part because performance of tasks needed to conform with plane arrivals and departures, whenever those occurred. Indeed, Mr. Martinez does not recall ever being authorized to take a legally compliant rest period.

Despite Employers' failure to authorize and permit Mr. Martinez and other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Employers never provided Mr. Martinez and other non-exempt employees with an additional hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Employers maintained no payroll code or another mechanism for the payment of rest period premiums in the event Mr. Martinez and other non-exempt employees were not authorized to take lawful rest periods.

Furthermore, Employers failed to adequately reimburse Mr. Martinez and other non-exempt employees for all reasonable and necessary work expenditures, including but not limited to, requiring Mr. Martinez and other non-exempt employees to utilize their personal cell phones and vehicles for required work-related purposes. Mr. Martinez was never provided any reimbursement for these necessary uses.

Employers have maintained inaccurate payroll records, failed to timely pay all wages owed to non-exempt employees, and issued inaccurate wage statements. This is in part a result of Employers' failure to accurately track time worked and compensate Mr. Martinez and other aggrieved employees for all minimum and overtime wages, as well as the attendant failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

Employers failed to issue to Mr. Martinez and other aggrieved employees accurate itemized statements 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 was paid on a piece-rate basis, (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. Indeed, Mr. Martinez's wage statements show no employer name or address whatsoever.

Finally, Employers failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Mr. Martinez and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation

to provide these disclosures to Mr. Martinez and other aggrieved employees, Employers failed to do so, in violation of Labor Code § 2810.5.

As described above, Employers committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Orders (“IWC Wage Orders”):

Minimum Wage Violations

Employers were required to pay Mr. Martinez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194; 1194.2, 1197; and relevant IWC Wage Orders. As alleged above, Employers maintained and maintain timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Mr. Martinez and other aggrieved employees. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Martinez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Employers were required to pay Mr. Martinez and other aggrieved employees overtime wages for all overtime hours worked. *See* Labor Code §§ 1194(a) and 1198; and relevant IWC Wage Orders, which require an employer to pay overtime wages when an employee’s hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order. At all times relevant herein, Employers caused Mr. Martinez and other aggrieved employees to work overtime hours but did not compensate Mr. Martinez and other aggrieved employees at one and one-half times their regular rate of pay for all such hours. Similarly, Employers did not accurately calculate double time pay for hours worked by Mr. Martinez and other non-exempt employees in excess of 12 in any given day or in excess of 8 hours on their seventh day of work in any given workweek.

Meal Period Violations

As alleged above, Employers failed to provide Mr. Martinez and other aggrieved employees with all required and compliant meal periods due to Employers’ meal period policies/practices that often fail to provide full, 30 minute off-duty first meal periods before the end of the fifth hour of work or a second meal period for shifts worked in excess of ten (10) hours. *See* Labor Code §§ 226.7 and 512; and relevant IWC Wage Orders. As a result, Mr. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Employers also failed to authorize and permit Mr. Martinez and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; and relevant IWC Wage Orders. As a result, Mr. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required paid rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

As described above, Employers were required to furnish Mr. Martinez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 13, § 7. As a result of Employers’ failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, Employers maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Martinez and other aggrieved employees in violation of Labor Code § 226.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Employers failed to timely pay Mr. Martinez and other aggrieved employees all of their final wages at the time of separation, which included all overtime and minimum wages, and all meal and rest period premium wages at the time of aggrieved employees’ separation of employment. Pursuant to Labor Code § 203, Employers’ failure to pay all final wages due to Mr. Martinez and other aggrieved employees was willful and, consequently, entitles Mr. Martinez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Employers failed to pay their final wages after their separation from employment, up to a maximum of thirty days.

Failure to Reimburse Necessary Business Expense

Employers were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Employers were subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this

article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” As alleged herein, due to Employers’ unlawful reimbursement practices, Employers failed to indemnify Mr. Martinez and other aggrieved employees for all necessary business expenses incurred, in the performance of their work duties, including but not limited to utilization of their personal cell phones. Mr.

As an “aggrieved employee,” Mr. Martinez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Martinez’s own investigation, and on information and belief, Employers committed and continue to commit the following Labor Code violations:

- a. Employers violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Martinez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Employers violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Martinez and other aggrieved employees all overtime compensation earned;
- c. Employers violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Martinez and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Employers violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Martinez and other aggrieved employees to take all required paid rest periods, and/or failing to pay all rest period premiums to Mr. Martinez and other aggrieved employees at their respective regular rates of compensation;
- e. Employers violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Martinez and other aggrieved employees for all work-related expenses incurred;
- f. Employers violated Labor Code § 226 by failing to furnish Mr. Martinez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Employers violated Labor Code § 204 by failing to pay Mr. Martinez and other aggrieved employees all wages earned at least twice during each calendar month;
- h. Failing to pay Plaintiff and other aggrieved employees accrued paid sick leave at the regular rate of pay in violation of Labor Code §§ 233, 245.5,

246(b), and 246.5;

- i. Employers violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment (or equivalent) to Mr. Martinez and other aggrieved employees;
- j. Employers violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Martinez and other aggrieved employees; and
- k. Employers violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Mr. Martinez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Employers if the LWDA intends to investigate the alleged violations of the Labor Code stated herein. Please contact me should you require additional information.

Very truly yours,

STANSBURY BROWN LAW, PC



Kathleen J. Becket