



AKHAVAN
— & ASSOCIATES —
A PROFESSIONAL LAW CORPORATION

AKHAVAN & ASSOCIATES

15760 Ventura Boulevard, Suite #1720

Encino, California 91436

Tel: 855.463.4733

www.baalaw.com

July 15, 2025

PAGA NOTICE FILED ELECTRONICALLY; SENT VIA CERTIFIED U.S. MAIL

LAWYERS INCORPORATING SERVICE – ASOP
DISCOVERY XT EMPLOYER, LLC. dba
WESTWOOD VILLAGE
2710 Gateway Oaks Drive
Sacramento, CA 95833
Tracking: 9589 0710 5270 3199 6753 91

Human Resources Administrator
DISCOVERY XT EMPLOYER, LLC. dba
WESTWOOD VILLAGE
3461 Bonita Bay Blvd. Ste. 100
Bonita Springs, FL 34134
Tracking: 9589 0710 5270 3199 6753 84

Human Resources Administrator
WATERMARK WESTWOOD VILLAGE
947 Tiverton Avenue
Los Angeles, California 90024
Tracking: 9589 0710 5270 3199 6753 77

Re: Notice Letter of Jordan Green, on Behalf of Himself and Aggrieved
Employees Under California Labor section 2699.3

Employer: Discovery XT Employer, LLC. dba Westwood Village
Watermark Westwood Village
947 Tiverton Ave
Los Angeles, California 90024

To Whom It May Concern:

This letter shall constitute a Notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Jordan Green’s (“Employee”) employment with Employee’s former employer: Discovery XT Employer, LLC. dba Westwood Village and Watermark Westwood Village (together “Employer”). Employee was employed as a non-exempt employee of Employer as a Sous Chef, at without limitation, 947 Tiverton Ave., Los Angeles CA 90024, with duties that included, cooking, and cleaning the kitchen, among various other tasks in the kitchen.

The specific violations personally suffered by Employee, and theories supporting the specific violations, include the following: Employee was deprived of his full meal and rest breaks frequently because Employee’s breaks were untimely and consistently interrupted, and Employee was frequently deprived of his meal and rest breaks entirely. Further, regardless of whether Employee was able to take his full breaks, Employer deducted from Employee’s pay the full break

time. Employees were not allowed to leave the work premises during their breaks and were required to be on call during breaks. Accordingly, Employee worked overtime hours but was not compensated at the overtime rate of pay. Employee also used his personal funds to purchase a cellphone for use at work to perform his job duties but was not properly reimbursed by Employer for expending personal funds for work-related expenses.

In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 204, 210, 226, 226.3, 227.3, 432, 512, 558, 1198.5, and 2802, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employer"). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees." Moreover, the allegations herein shall encompass the "PAGA Period," which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee alleges during his employment with Employer, Employer has, at times, failed to pay overtime and minimum wages to Employee in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Employee and Aggrieved Employees. Employer has, at times, failed to provide Employee and Aggrieved Employees, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws. Employer has, at times, failed to authorize and permit Employee and Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws, Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and premium wages. Employer has, at times, failed to furnish Employee and Aggrieved Employees, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the name and address of the legal entity that is the employer; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Employer has further failed to furnish employees with an accurate calculation of gross and net wages earned, as well as gross and net wages paid. In addition, Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages for labor performed in a timely fashion as required under Labor Code section 204. Employer has, at times, failed to indemnify Employee and Aggrieved Employees, or some of them, for the costs incurred in using cellular phones for work-related purposes.

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,
AKHAVAN & ASSOCIATES

A handwritten signature in dark ink, appearing to read "B. Akhavan", is written over the printed name.

BARDIA A. AKHAVAN
Bardia@baalaw.com