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August 25, 2025

VIA CERTIFIED MAIL & RETURN RECEIPT REQUESTED

9589 0710 5270 0056 9267 57; 9589 0710 5270 0056 9267 64;
9589 0710 5270 0056 9267 71

Labor Workforce Development Agency
Attn.: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
[Notice Filed Online via LWDA/PAGA Filing Portal]

Magic Mountain LLC
Attn.: Legal Department
26101 Magic Mountain Pkwy.
Valencia, CA 91355

1505 CSC Lawyers Incorporating – Agent for Service of Process
Magic Mountain LLC
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

1505 CSC Lawyers Incorporating – Agent for Service of Process
Six Flags Entertainment Corporation
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Charles Winters v. Magic Mountain LLC, et al.
Written Notice Under Labor Code § 2699.3

Dear PAGA Administrator:

Please be advised that Charles Winters (hereafter referred to as “Claimant”) has retained our firm to represent him for claims against his former employers Magic Mountain LLC and Six Flags Entertainment Corporation (hereafter collectively referred to as “Defendants”).

This letter shall serve as Claimant’s written notice to the Labor and Workforce Development Agency of the Labor Code violations he claims Defendants committed against him and all other current and former non-exempt employees of Defendants in California. Claimant provides this written notice in accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code 2698, et seq. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699(a)&(f), and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees of Defendants in California who have suffered at least one of the wage and hour violations described herein during their employment.

A copy of this letter, along with the \$75.00 filing fee, is being submitted to the Labor and Workforce Development Agency via the web-portal the LWDA maintains for those purposes.

FACTUAL BACKGROUND

The Employment Relationship:

Defendants Magic Mountain LLC and Six Flags Entertainment Corporation own and operate amusement park facilities throughout the state, including Six Flags Magic Mountain located in Los Angeles County, California. Defendants employ hundreds of hourly, non-exempt workers per shift in various positions across park operations including rides, retail, food service, and entertainment.

Claimant's Hours and Work Conditions:

Claimant worked as a non-exempt Cashier at all relevant times during his employment from approximately November 2022 through July 2025. Claimant worked approximately 4 to 6 days per week, depending on seasonal demand, and was assigned to various food service and retail venues within the amusement park. His duties included working at various parts of the park, operating registers, serving customers, handling cash and electronic transactions, and maintaining cleanliness and order in food and retail service areas. Defendant compensated Claimant at an hourly rate of pay, without any bonuses or commissions.

Claimant's daily and weekly work schedule fluctuated, often requiring him to work shifts exceeding 8 hours per day and/or 40 hours per week, particularly during peak seasons and holidays. Claimant was regularly not paid for all hours worked, or for all time spent under Defendants' control, such as time spent walking to and from remote, required parking areas, passing through security screening, and traveling to break areas while subject to Defendants' control.

Defendants denied Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, Defendants failed to timely pay Claimant and other non-exempt employees all wages owed, including all minimum, regular, overtime, and double-time wages for all hours worked, and failed to pay them meal break premiums and rest break premiums owed when Defendants failed to provide them with meal and rest periods as required under California law.

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Uncompensated Work Performed Before and After Clocking In/Out:

Claimant alleges that Claimant and other non-exempt employees were not compensated all minimum, regular, overtime, and double-time wages for all hours, or fraction of hours, worked before or after clocking in or out for the day. For example, Defendants did not compensate Claimant and other non-exempt employees of Defendants working at Defendants' Six Flags Magic Mountain location, where he and other similarly situated employees were required to park in a remote employee lot and walk approximately fifteen minutes to the security checkpoint. Once there, they were required to pass through a metal detector and badge check before proceeding to their assigned workstation to clock in.

At the end of the shift, employees clocked out at their workstations and walked back through the employee area, again passing through security before reaching the employee lot. These security screenings and extensive walks occurred entirely under Defendants' control and direction but were not compensated. Because employees could not clock in until they reached their designated location and were expected to leave the premises before clocking out, this time constitutes unpaid off-the-clock work.

Failure to Pay All Minimum, Regular, Overtime, and Double-Time Wages:

Claimant further alleges that Defendants failed to properly compensate Claimant, and other current and former non-exempt employees, for all overtime hours worked at the corresponding overtime rate of pay, including off-the-clock time before and after shifts, and the time spent traveling to/from break areas. Claimant and other non-exempt employees received non-discretionary bonuses and/or piece-rate wages during their shifts. Defendants failed to pay Claimant and other non-exempt employees all overtime wages when Defendants did not factor all the remuneration paid to their non-exempt employees including, but not limited to, the non-discretionary bonuses and piece-rate compensation Claimant and non-exempt employees earned during their shifts, when calculating their effective regular rates of pay. As a result, Defendants failed and continued to fail to calculate the correct regular rate of pay and thus pay the corresponding overtime rate for all overtime hours Claimant and all non-exempt employees worked. As a result, Claimant was underpaid and still has not received all owed overtime compensation.

Failure to Provide Legally Compliant Meal Periods and Failure to Pay Meal Period Premiums:

Defendants failed to provide Claimant and other non-exempt employees with meal periods that were fully compliant with California law. Claimant's meal break was substantially reduced due to mandatory travel requirements imposed by Defendants. Specifically, employees were required to clock out at their assigned workstations and walk approximately 10 to 15 minutes each way to a designated break or lunchroom and could not take their breaks outside these designated areas. Employees were prohibited from eating near guests or while in uniform outside of designated areas, leaving no alternative to the lengthy commute. After the break, employees were required to return the same distance and clock back in at their workstation, as no time clocks were located in or near the break areas.

This approximately 25-minute round-trip significantly reduced the effective time available for rest and nourishment, often leaving Claimant with less than the 30-minute off-duty period required under Labor Code § 512 and IWC Wage Order No. 10. In addition to the travel time, meal periods were frequently delayed or missed altogether due to inadequate staffing, lack of supervisor coverage, and delays caused by the prior shift not completing its work on time. Despite these regular violations, Claimant did not sign any on-duty meal period agreement, nor was he permitted to waive meal periods during shifts exceeding six hours.

In fact, Defendants never compensated Claimant, and on information and belief, other non-exempt employees would have an additional hour of pay at the employee's regular rate of pay for each work period during which a meal was not provided, as required under California law. As such, Defendants owe Claimant and other non-exempt employees a meal period premium for each workday that Claimant and other non-exempt employees were not provided with a compliant meal period.

Failure to Authorize and Permit Legally Compliant Rest Breaks and Failure to Pay Rest Break Premiums:

Defendants failed to authorize and permit Claimant and other non-exempt employees to take legally compliant rest breaks. Although Defendants nominally permitted 15-minute rest breaks, these were not consistently provided or authorized in practice. Rest periods were frequently taken at or near the workstation and were often interrupted by work-related duties, due to operational demands and the absence of a formal, enforced break policy. Supervisors allowed rest breaks to occur informally and flexibly, but there was no uniform mechanism to ensure compliance with legal requirements.

Regardless of the stated duration, Claimant and other employees were not consistently relieved of all duties for at least 10 consecutive minutes for every four hours worked or major fraction thereof, as required by Labor Code § 226.7 and the applicable IWC Wage Order. The lack of a structured rest break policy and the frequent interruptions rendered the breaks noncompliant. Despite failing to provide timely, uninterrupted, and duty-free rest periods, Defendants did not compensate Claimant and other similarly situated employees with the additional one hour of premium pay for each workday, in which a compliant rest period was not authorized and permitted. This failure further violated Labor Code § 226.7 and the applicable Wage Order.

Failure to Maintain Payroll Records:

Defendants failed to maintain accurate records of all hours worked by Claimant and other non-exempt employees, as required by Labor Code section 1174(d). This failure includes not tracking off-the-clock work time such as time spent undergoing security screenings, walking from parking areas to workstations, and traveling to and from designated break rooms, all of which occurred under Defendants' control. Defendants also failed to accurately record meal periods actually taken, including instances where no compliant meal break was provided. Furthermore, they did not maintain records reflecting premium wages owed for missed, late, or noncompliant meal and rest breaks. Due to this failure to keep accurate records, Defendants did not issue accurately itemized wage statements for Claimant and other current and former aggrieved non-

exempt employees.

Failure to Provide Accurate Wage Statements:

Defendants did not provide Claimant accurate itemized wage statements. As discussed above, the wage statements did not include all hours worked, the correct applicable rates of pay, total hours worked, the one-hour additional rate of regular pay for not taking compliant meal and/or rest periods, and the correct amount of gross and net wages earned. Additionally, Defendants did not provide Claimant and other current and former non-exempt employees with a compliant wage statement as the wage statements provided did not provide the number of piece rate units earned per pay period and the address of the legal entity, that is the employer, as required.

Failure to Pay All Wages in a Timely Fashion During the Course of Employment:

Defendants did not pay Claimant all wages due and payable timely upon separation of employment on or about July 2025, including minimum, regular, overtime wages and meal and rest periods premium wages. On information and belief, Defendants do not pay other California employees, both exempt and non-exempt, by the times set forth by Labor Code section 201 and 202 all wages owed.

Failure to Reimburse Business-Related Expenses

Defendants required employees to wear branded uniforms but did not provide laundry service or reimbursement for cleaning them, in violation of Labor Code §§ 2800 and 2802.

Although Defendants issued uniforms, they required Claimant and other employees to launder them at their own expense without reimbursement, in violation of California law.

Claimant makes these claims against Defendants for himself and on behalf of all other, current and former non-exempt employees of Defendants within the statutory period, who suffered one or more of the California Labor Code or Industrial Welfare Commission Wage Order violation discussed below.

FAILURE TO PAY MINIMUM, REGULAR AND OVERTIME WAGES

(Violation of Labor Code §§ 200, 204, 510, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., and the "Minimum Wages" and "Hours and Days of Work" Sections of IWC Wage Order No. 10-2001)

Labor Code section 510 states "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12- hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1194(a) states "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit." Liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Labor Code section 1197 states "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

Labor Code section 1197.1 (a) states "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Labor Code §203..." As provided for in Section 1197.1 (a)(1), for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Section (B) of the "Minimum Wages" provision of the applicable IWC Wage Order states "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise."

Claimant alleges that he and other current and former aggrieved employees were not compensated for all minimum, regular and overtime wages for all hours or fraction of hours worked. Claimant regularly worked off the clock before and after his regularly scheduled shifts as discussed above. Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of himself and other current and former aggrieved employees of Defendants including, but not limited to, penalties and attorney's fees, and costs afforded under Labor Code sections 1194.2 and 1197.1.

FAILURE TO PAY ALL OVERTIME WAGES

(Violation of Labor Code §§ 200, 204, 510, 558, 1194, 1198, and 2699 et seq., and the "Hours and Days of Work" Sections of IWC Wage Order No. 10-2001)

Labor Code section 510 states "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh

day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12- hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1194(a) states "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 200(a) states "Wages includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

The "Hours and Days of Work" section of the applicable IWC Wage Order states that employees shall not be employed more than eight hours in any workday or more than forty hours in any workweek unless the employee receives one- and one-half times such employee's regular rate of pay. It also states that employees shall receive double the employee's regular rate of pay for all hours worked in excess of twelve hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day or work in a workweek.

Here, Claimant regularly worked shifts in excess of eight hours, including days involving setup, delayed relief from duties, and closing responsibilities. While he received some overtime pay, Defendants failed to include all compensable hours in their calculation, including pre-shift and post-shift walking and security check time.

Defendants further failed to pay overtime to similarly situated employees who worked additional hours in a day or week and failed to correctly calculate the regular rate for purposes of computing overtime when non-discretionary pay components applied.

Defendants' failure to accurately pay all overtime compensation owed, and to track compensable overtime hours, constitutes a violation of California's overtime laws and the IWC Wage Order. Accordingly, Claimant and other affected employees seek civil penalties, unpaid wages, and related relief pursuant to PAGA.

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FAILURE TO CALCULATE OVERTIME RATE CORRECTLY

(Violation of Labor Code §§ 200, 204, 510, 558, 1194, 1198, and 2699 et seq., and the "Hours and Days of Work" Sections of IWC Wage Order No. 10-2001)

Labor Code section 510 states "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12- hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1194(a) states "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 200(a) states "Wages includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

The "Hours and Days of Work" section of the applicable IWC Wage Order states that employees shall not be employed more than eight hours in any workday or more than forty hours in any workweek unless the employee receives one- and one-half times such employee's regular rate of pay. It also states that employees shall receive double the employee's regular rate of pay for all hours worked in excess of twelve hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day or work in a workweek.

Defendant pays its employees, including my clients and similarly situated employees, an illegally low overtime rate in violation of the Labor Code, Industrial Wage Order 10, and *Alvarado v Dart* (2019) 4 Cal 5th 542. Defendant does this by refusing to include all wages in calculating base rates and paying overtime rates based on multiples of simple hourly rates.

Defendants did not account for off-the-clock work being performed under their control when calculating total hours worked. Claimant and other employees were required to engage in uncompensated tasks such as passing through security checkpoints, walking significant distances from remote parking lots to their assigned venues, and traveling to and from designated meal and rest break areas. These activities occurred before clocking in or after clocking out and were not reflected in Defendants' time records, further contributing to the underreporting of hours worked

and the underpayment of overtime compensation.

As a result of these practices, Defendants failed to accurately calculate and pay overtime wages, thereby depriving Claimant and similarly aggrieved employees of full and lawful compensation in violation of Labor Code sections 510 and 1198, as well as Wage Order No. 10-2001. Claimant seeks to recover all unpaid overtime wages, interest, attorneys' fees, and penalties authorized by law, including but not limited to those recoverable under the Private Attorneys General Act (PAGA).

FAILED TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS

(Violation of Labor Code §§ 226.7, 512, 558 and the "Meal Periods" Sections of IWC Wage Order No. 10-2001)

Labor Code section 512(a) states, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Section (A) of the "Meal Period" provision of IWC Wage Order No. 10 states, "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered "on duty" meal period and counted as time worked."

Section (D) states "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided."

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7 states: "(b) An employer shall not require an employee to work during a meal or rest, or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

Labor Code section 558 states: "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision

regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

As set forth above, Defendants consistently required Claimant and other current and former aggrieved employees to work through rest and meal periods during the time they performed work for Defendants. Consequently, Claimant is entitled to receive one additional hour of pay at her regular rate of compensation for each day a compliant rest or meal period was not provided.

Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of himself and other non-exempt current and former aggrieved employees of Defendants.

FAILED TO PROVIDE LEGALLY COMPLIANT REST PERIODS

(Violation of Labor Code §§ 226.7, 558 and the "Rest Periods" Sections of IWC Wage Order No. 10-2001)

Section (A) of the "Rest Periods" provision of applicable IWC Wage Order states, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minute net rest, time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages." Section (B) states "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided."

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7 states: “(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Labor Code section 558 states: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

As set forth above, Defendants consistently required Claimant and other current and former aggrieved employees to work through rest and meal periods during the time they performed work for Defendants. Consequently, Claimant is entitled to receive one additional hour of pay at her regular rate of compensation for each day a compliant rest or meal period was not provided.

Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of himself and other non-exempt current and former aggrieved employees of Defendants.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code §§ 226(a), 226(e)(1), 226.3, 1198, 2699 et seq., and the "Records" Sections of IWC Wage Order No. 10-2001)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is 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 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.

Labor Code section 226.3 "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Section (B) of the "Records" provision of applicable IWC Wage Order states that "Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

Defendants failed to provide Claimant with accurate itemized wage statements complying with the requirements of Labor Code 226 and the applicable IWC Wage Order. For example, Port Defendants folio failed to record and pay for all hours worked, record and pay one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period was not provided, proper rates of overtime pay, failed to include the number of piece-rate units earned or bonus compensation received per pay period, and did not include the employer's address.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of himself and other current and former aggrieved employees of Defendants including, but not limited to, penalties and attorney's fees and costs to the extent allowed by the law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Violation of Labor Code §§1174(d), 1174.5, 1198, 2699 et seq., and the "Records" Sections of IWC Wage Order No. 10-2001)

Labor Code section 1174(d) provides that an employer must keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, employees employed at the respective establishments. These records shall be kept on file for not less than three years. Labor Code section 1174.5 provides for a civil penalty of five hundred dollars (\$500) for an employer who willfully fails to maintain the records pursuant to Labor Code section 1174(d).

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Sections (7)(A)(4) and (5) of the "Records" provision of the applicable IWC Wage Order provides that employers shall keep accurate information with respect to each employee, including total wages paid each payroll period, total hours worked during the payroll period, and applicable rates of pay, as well as time records showing when each employee begins and ends each work period. The time records must also show meal periods, split shift intervals, and total daily hours worked.

Defendants failed to maintain records as set forth in section 1174 of the Labor Code and the "Records" section of the applicable IWC Wage Order including but not limited to, accurately recording actual hours worked, total wages paid and applicable rates of pay. Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these violations on behalf of himself and other current and former aggrieved employees of Defendant, to the extent allowed by law.

FAILURE TO TIMELY PAY WAGES DUE DURING AND UPON TERMINATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, 203, 204, 1198, 2699 et seq., and the "Minimum Wages" Sections of IWC Wage Order No. 10-2001)

Labor Code section 201 states "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203(a) states, in relevant part; "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

Labor Code section 204(a) states in pertinent part "All 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."

Labor Code section 210(a) imposes a civil penalty for violation of Labor Code section 204 of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred dollars (\$200) for each subsequent violation, plus 25 percent of the amount unlawfully withheld.

The "Minimum Wages" section of the applicable IWC Wage Order provides every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.

Defendants failed to pay Claimant all minimum, regular, overtime, and meal and rest period wages due and owing during and upon termination of employment. Defendants willfully failed to pay all wages when required by Sections 201 and 202 of the Labor Code. Therefore, Defendants owe waiting time penalties to all affected employees including Claimant. Claimant will pursue all remedies for Defendants' failure to pay timely wages on behalf of himself and other current and former aggrieved employees, including recovery of wages, attorney's fees, costs, and penalties to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE

(Labor Code §§ 558 and 1197.1)

Labor Code section 558 subjects any employer, or any other person acting on behalf of an employer, who violates or causes to be violated Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty in the amount of fifty dollars (\$50) for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for each subsequent violation, in addition to an amount sufficient to recover underpaid wages. Similarly, Labor Code section 1197.1 subjects any employer, and any other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, to a civil penalty of \$100 for any initial violation for each underpaid employee for each pay period for which the employee is underpaid, and a \$250 for each subsequent violation for the same specific offense for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. The \$ 100/\$250 civil penalties shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203, which shall be payable directly to the employee.

As set forth above, Defendants underpaid Claimant and other aggrieved employees by failing to pay them all regular, minimum, missed meal and rest period wages, proper overtime wages as required by Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1198 and the applicable sections of the IWC Wage Order. Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these violations on behalf of herself and other current and former aggrieved employees, including those set forth under Labor Code sections 558 and 1197.1.

ATTORNEY'S FEES AND COSTS

(Labor Code §§ 218.5, 218.6, 226(e), 1194, 1194.2. and 2698, et seq.)

Labor Code Sections 218.5, 218.6, 226(e), 1194, and 1194.2 give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

In addition, Labor Code sections 2698, et seq., among others, give employees the right to recover reasonable attorney's fees and costs, including any filing fee paid. Pursuant to Labor Code section 2698 et seq. employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Consequently, Claimant will seek all available remedies, including those provided by PAGA. for these violations on behalf of herself and other current and former aggrieved employees in California.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. If Claimant becomes aware of additional claims, additional compensation owed and/or other violations to her or any other current and former employee of Defendants, he reserves the right to revise these facts and/or add any new claims by amending this written notice.

Sincerely,

Jacob Karczewski
Jacob Karczewski, Esq.

**PROOF OF SERVICE
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

I reside in the county of Los Angeles, State of California, I am over the age of eighteen and not a party to the within action; my business address 1001 Wilshire Blvd., Los Angeles, California 90017. On the date shown below, I served the foregoing document, described as:

1. Written Notice Under Labor Code § 2699.3.

On the intended parties by placing the true copies thereof in a sealed envelope addressed to:

**Magic Mountain LLC
Attn.: Legal Department
26101 Magic Mountain Pkwy.
Valencia, CA 91355**

**1505 CSC Lawyers Incorporating – Agent for Service of Process
Magic Mountain LLC
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833**

**1505 CSC Lawyers Incorporating – Agent for Service of Process
Six Flags Entertainment Corporation
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833**

I am “readily familiar” with the firm’s practices of collection and processing correspondence for mailing. Under that practice it would be deposited with the U. S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of the deposit for mailing an affidavit of service thereof.

Executed on August 25, 2025, at Los Angeles, California.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Name:

Signature: Alejandra Aguino