

MELANIE SIAROT

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September 12, 2025

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Siarot v. West Coast Convenience LLC*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, West Coast Convenience LLC (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by failing to provide proper meal and rest breaks and failing to pay me and other similarly situated aggrieved employees our meal and rest period premium pay at our regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "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." The Company routinely failed to allow us to take our meal and rest periods as they were either not duty-free or were provided late or were not for the full time allowed. Further, when meal and rest period premiums were paid, they were not paid correctly. Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to incentives, bonuses and shift differentials. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at less than our regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

2. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees. Specifically, throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to, incentives, bonuses and shift differentials. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime

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wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, such non-discretionary remuneration were not factored into the regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

The address for the Company is:

West Coast Convenience LLC
41805 Albrae St
Fremont, CA 94538

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

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Melanie Siarot

cc: West Coast Convenience LLC (by certified mail)