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October 24, 2025

via Certified mail

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

ELITE DEVCO, LLC
CHARANJIV DHALIWAL, Agent for Service of Process
2190 MERIDIAN PARK BLVD. SUITE G
CONCORD, CA 94520

Black Bear Diner SLO L.P.
Kiah Jordan, Agent for Service of Process
1224 COAST VILLAGE CIRCLE SUITE 11
SANTA BARBARA, CA 93108

**IN RE PAGA NOTICE FOR OBDULIA ALVAREZ V. ELITE DEVCO, LLC and
BLACK BEAR DINER SLO L.P.**

Dear PAGA Administrator:

Our firm represents the interests of Obdulia Alvarez (Plaintiff), former employee of **ELITE DEVCO, LLC and BLACK BEAR DINER SLO L.P.**, (referred to as the “Defendants”). Plaintiff was employed by Defendants for the period of March 2023-April 4, 2025 as a food preparer. Her last hourly was \$18.00/hour. Her last supervisor was Omar Neri.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants’ aggrieved employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

1. Violation of Labor Code § 226.7(a), 516 and 1198 (Missed Rest Breaks
 2. Violation of Labor Code §226.7, 512, and 1198 (Missed/Interrupted Meal Breaks);
 3. Violation of Labor Code §§1194, 1197-98 1182.12 and 1194.2 (Failure to Pay Minimum Wages;
 4. Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked);
 5. Violation of Labor Code §§ 204, 210 (Failure to Pay All Wages Earned);
 6. Violation of Labor Code §§246(a), 246.5, 248.5 (Failure to Pay for Sick Days);
 7. Violation of Labor Code §§1174, 1198.5, 2810.5 and 226, (Failure to Keep Records, Improper Wage Statements and Maintain Accurate Personnel and Payroll Records);
 8. Violation of Labor Code 1102.5 (Retaliation for complaining about wages);
 9. Violation of Labor Code §227.3 (Failure to pay vacation time);
 10. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation); and
 11. Violation of Applicable Wage Order: *No. 5-2001*
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During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee March 2023- April 4, 2025 as a food preparer. Her last hourly was \$18.00/hour. Her last supervisor was Omar Neri.

Upon information and belief, other aggrieved employees were not timely paid their final wages.

Occasionally, Plaintiff worked during her meal periods, so she could not take a 30-minute uninterrupted meal break.

Plaintiff and the other aggrieved employees were not paid for several of their sick days. She was also required to provide a doctor's note in order to be paid for her sick days.

During the relevant timeframe, Plaintiff and the other aggrieved employees worked shifts of over five hours, and at times, were not given a thirty-minute, uninterrupted meal break for each such shift. Plaintiff worked during the meal periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent.

Defendants s failed to compensate Plaintiff and the other aggrieved employees at the required rate for each occasion in which Defendants failed to provide rest breaks and meal breaks. As such, Defendants s failed to pay for all the hours worked and all wages earned by Plaintiff and the other aggrieved employees.

Defendants s failed to maintain accurate payroll records, such that Plaintiff and the other aggrieved employees were given wage statements which were inaccurate.

Defendants s did not issue an accurate final paycheck to Plaintiff and the other aggrieved employees in accordance with the timeframes prescribed by law. For example, Plaintiff's accurate sick pay was not included.

Plaintiff claims on her own behalf and also on behalf of all past and present employees that if they worked in excess of 8 hours work shift and 40 hours per week, they did not receive compensation for all the hours worked and were not paid accurate overtime.

Plaintiff and the other aggrieved employees were hired to work shifts of over four hours, and were not allowed to take a ten-minute, uninterrupted rest break for each such shift. Plaintiff and the other aggrieved employees worked during the rest periods either under the direction and supervision of Defendants, or with Defendants; knowledge and consent. Plaintiff was a witness that other employees were not able to take their rest breaks either.

Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and other employees to take their rest breaks.

Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed rest and meal breaks, nor accounted for overtime pay for hours employees worked in excess of 8 hours per work shift and beyond 40 hours per week. Therefore, Defendants failed to maintain accurate payroll records, such that employees were given wage statements that did not accurately reflect their accurate hours worked and did not reflect the required and due compensation for all the hours worked and breaks missed and/or interrupted.

Defendants failed to compensate Plaintiff and the other aggrieved employees at the required rate for each occasion in which Defendants failed to provide rest breaks. As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff.

Therefore, Plaintiff claims that Defendants did not provide her and all other past and present employees with uninterrupted rest breaks and/or meal breaks. Defendants is understaffed and cannot possibly provide its employees including Plaintiff with their statutory breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest break and/or meal break. As a result, Defendants failed to pay its employees for all wages earned.

Plaintiff claims that because Defendants did not properly compensate their employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest break or meal break, and failed to pay them overtime for all hours worked in excess of 8 hours per day and 40 hours per week, the employees' wage

statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Moreover, Defendants failed to compensate Plaintiff and all past and present employees, at the required rate for each occasion in which Defendants failed to provide rest breaks and meal periods.

As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff. During Plaintiff's employment, Defendants failed to pay Plaintiff and the other aggrieved employees all overtime wages at the legal rates of pay for all overtime hours worked and also given the number of the hours Plaintiff was working, her pay rate fell below minimum wage.

Moreover, Defendants terminated Plaintiff for illegal reason when she got sick, in spite the fact, that upon demand of Defendants she provided with a doctor's note. Defendants did not give her an accurate final paycheck. Defendants failed to timely pay accurate paychecks upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendants .

Plaintiff claims that Defendants conduct, as stated herein, including not paying their employees all wages owed, including wages for all hours worked, overtime, missed meal and rest breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through his attorney of record:

Farrah Mirabel, Esq.
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1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and the other aggrieved employees are also be entitled to penalties pursuant to Labor Code section 2699, et seq.

Therefore, on behalf of all past and present aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the following Labor Code sections: **98.6, 201-205, 206.5, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 246, 246.5, 248.5, 510-512, 516, 551-552, 558, 558.1,**

1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.1, 1194.2 1197, 1198-1199.5 and 2698-2699, 2699.5, 2799 and 2802.

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action against Defendants seeking, *inter alia*, PAGA penalties under Labor Code § 2699, to be brought by the Plaintiff on behalf of the Aggrieved Employees, as defined above.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the putative class and the aggrieved employees. If Defendants is interested in attempting to resolve this matter, please contact us by **December____, 2025.**

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel
Farrah Mirabel, Esq.