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January 14, 2026

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Attn. PAGA Administrator
1515 Clay Street, Suite 801
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(Via Online Submission)

Blackstone Gaming, LLC
100 W. Broadway, Suite 255
Long Beach, CA 90802
***(Via U.S. Certified Mail, Return Receipt
Requested)***
#9489-0090-0027-6490-0160-15

Michelle Fernandez
Blackstone Gaming, LLC
c/o Agent for Service of Process
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Long Beach, CA 90802
***(Via U.S. Certified Mail, Return Receipt
Requested)***
#9489-0090-0027-6490-0160-08

Re: Walker v. Blackstone Gaming, LLC
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Calista Walker to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code¹ section 2699, *et seq.* against Ms. Walker's former employer Blackstone Gaming, LLC ("Blackstone Gaming" or "Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of Labor Code violations which Ms. Walker alleges Blackstone Gaming engaged in with respect to Ms. Walker and potentially all Blackstone Gaming's current and former employees.

Ms. Walker wishes to pursue this action on behalf of Blackstone Gaming's current and former employees, on behalf of the State of California, as well as on behalf of all other persons who worked for Blackstone Gaming in California as non-exempt or hourly-paid employees at any time within the applicable statutory period collectively referred to as, "Aggrieved Employees").

Ms. Walker and Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Walker's Employment with Blackstone Gaming

Blackstone Gaming is a Third-Party Provider of Proposition Player (TPPP) services for cardrooms that focus on table game operations, marketing, and customer service for casinos in the State of California. Blackstone Gaming owns and operates an industry business and establishment within the State of California. Therefore,

¹ Unless otherwise stated, all references to "Labor Code" are meant to reference the California Labor Code.

and based on all the facts and circumstances incident to Blackstone Gaming's business in California, Blackstone Gaming is subject to the Labor Code, the Industrial Wage Commission's (IWC) Wage Orders, and the California Business and Professions Code.

Ms. Walker is a resident of Oceanside, California who worked for Blackstone Gaming at the Oceans 11 Casino in Oceanside, California, as an hourly-paid, non-exempt employee from approximately November 9, 2020 to December 1, 2025. Ms. Walker worked as a banker. Ms. Walker's primary job function was to exchange coins, tokens and chips for casino patrons' money and to otherwise manage money earned and to be paid out at the casino.

During Ms. Walker's employment with Blackstone Gaming, Blackstone Gaming paid Ms. Walker an hourly wage and classified Ms. Walker as non-exempt from overtime. Blackstone Gaming typically scheduled Ms. Walker to work at least five days in a workweek and at least 12 hours per day but Ms. Walker also worked more than 12 hours in a workday and more than 60 hours in a workweek.

In performing Ms. Walker's duties, Ms. Walker was regularly required to work over her allotted 12-hour shifts, as well as work through her meal and rest breaks. Specifically, Ms. Walker was denied her second meal break and her rest periods after her eighth hour on a daily or near-daily basis.

Blackstone Gaming did not provide Ms. Walker and Aggrieved Employees with the meal and rest break premiums as required by the Labor Code, and Ms. Walker does not recall ever receiving any meal and rest break premiums. These are just non-exhaustive examples of the facts and theories Ms. Walker asserts, which are later described in more detail.

Throughout Ms. Walker's employment, Blackstone Gaming did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Ms. Walker with legally compliant meal periods; (3) authorize and permit Ms. Walker to take rest periods; (4) timely pay all final wages to Ms. Walker when Blackstone Gaming terminated Ms. Walker's employment; and (5) furnish accurate wage statements to Ms. Walker. As will be further discussed, Ms. Walker's experience working for Blackstone Gaming was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and including the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation plus their regular wages in amounts specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, Blackstone Gaming did not pay Ms. Walker and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. At times, Blackstone Gaming required Ms. Walker and Aggrieved Employees, or some of them, to work "off-the-clock,"

uncompensated by, for example, requiring Ms. Walker and Aggrieved Employees to perform work during uncompensated meal and rest breaks, and requiring Ms. Walker and Aggrieved Employees to perform work before clocking in or after clocking out. For example, Blackstone Gaming required Ms. Walker to work through her second meal break and rest breaks accrued after her eighth hour of work on a near-daily basis. As another example, Blackstone Gaming at times required Ms. Walker to stay later than her allotted 12-hour shifts. Some of this unpaid work was not paid at the appropriate overtime rate. California Labor Code section 510 requires that employers compensate employees no less than 2 times their regular rate of pay when employees work over 12 hours in a single workday. Blackstone Gaming failed to properly calculate Ms. Walker's regular rate of pay when paying overtime, by failing to include all compensation in Ms. Walker's overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, Blackstone Gaming also did not maintain accurate records of the hours Ms. Walker and the Aggrieved Employees, or some of them, worked.

As a result, Blackstone Gaming is liable to Ms. Walker and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, Blackstone Gaming at times wrongfully failed to provide Ms. Walker and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal breaks in a manner required by law (and also including but not limited to failing at times to provide Ms. Walker and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal breaks). For example, Ms. Walker was frequently deprived of an opportunity to take legally compliant meal breaks. Blackstone Gaming did not provide Ms. Walker or Aggrieved Employees with their legally mandated second meal breaks, which accrued at the eleventh hour of their 12-hours shifts. In other words, Blackstone Gaming did not inform Ms. Walker of Ms. Walker's right to, nor permitted Ms. Walker to take, all of Ms. Walker's second meal breaks when Ms. Walker worked at least 10 hours of work in a workday and otherwise unlawfully pressured Ms. Walker to waive such breaks. Accordingly, Blackstone Gaming at times failed to provide meal breaks to Ms. Walker and Aggrieved Employees, or some of them, in compliance with California law.

Ms. Walker and the Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Blackstone Gaming, however, at times failed to pay Ms. Walker and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Ms. Walker does not recall ever receiving any meal and rest break premiums.

Thus, Blackstone Gaming is liable to Ms. Walker and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours (*i.e.*, more than 2 hours). Thus, for example, if an employee's

work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, Blackstone Gaming at times have wrongfully failed to authorize and permit Ms. Walker and Aggrieved Employees, or some of them, to take legally compliant rest breaks in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Ms. Walker and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest breaks). Blackstone Gaming at times required Ms. Walker and Aggrieved Employees, or some of them, to work in excess of 4 consecutive hours a day without Blackstone Gaming's authorizing and permitting Ms. Walker to take a 10-minute, uninterrupted, duty-free rest period for every 4 hours of work (or major fraction of 4 hours), or without compensating Ms. Walker and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, Blackstone Gaming at times continued to assert control over Ms. Walker and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest breaks, or at times by denying Ms. Walker and Aggrieved Employees, or some of them, permission to take a rest break. For example, Blackstone Gaming would refuse to allow Ms. Walker and Aggrieved Employees to take any rest breaks that accrued after their eighth hour of their twelve hour shifts, thereby denying them of their legally entitled rest periods.

Accordingly, Blackstone Gaming at times failed to authorize and permit Ms. Walker and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Ms. Walker and Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. Blackstone Gaming, however, at times failed to pay Ms. Walker and Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest breaks that they were not authorized and permitted to take.

As a result, Blackstone Gaming is liable to Ms. Walker and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Blackstone Gaming's failure at times to pay Ms. Walker and Aggrieved Employees, or some of them, for all wages as discussed above, Blackstone Gaming also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, employees were entitled to be paid twice a month at their regular rates, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, Blackstone Gaming failed and refused to pay Ms. Walker all wages due, and failed to pay those wages twice a month, in that Ms. Walker was not paid all wages for all meal periods not provided by Blackstone Gaming, all wages for all rest periods not authorized and permitted by Blackstone Gaming, and all wages for all hours worked. As a result, Blackstone Gaming owes Ms. Walker the legally required wages for unpaid wages, and Ms. Walker and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Blackstone Gaming is liable to Ms. Walker and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Ms. Walker seeks penalties under Labor Code section 1174, subdivision (d). Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Order section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

Blackstone Gaming, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Ms. Walker and Aggrieved Employees, or some of them.

Blackstone Gaming's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Ms. Walker and Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in Blackstone Gaming's records. Therefore, Ms. Walker and Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Blackstone Gaming. As a direct result, Ms. Walker and Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Blackstone Gaming to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Blackstone Gaming's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Ms. Walker and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code section 213, subdivision (d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Ms. Walker and many other Aggrieved Employees ended, *i.e.*, was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Blackstone Gaming at times failed, and continue at times to fail, to pay Ms. Walker and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving Blackstone Gaming's employment. These include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal break premium wages, and missed rest break premium wages. Blackstone Gaming also violated, and continue to violate, Labor Code section 213, subdivision (d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Ms. Walker recalls that Ms. Walker did not receive final wages at the time of discharge, nor within 72 hours of leaving Blackstone Gaming's employment .

Blackstone Gaming's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages

of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Ms. Walker and Aggrieved Employees, or some of them, are entitled to recover from Blackstone Gaming their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code section 203.

Moreover, Blackstone Gaming is liable to Ms. Walker and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing 9 pieces of information, including: (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 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 their 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. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, Blackstone Gaming at times failed, and continues at times to fail, to timely furnish Ms. Walker and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal breaks that were not provided in accordance with California law, and correct wages for rest breaks that were not authorized and permitted to take in accordance with California law).

Because Blackstone Gaming at times violated Labor Code section 226, Ms. Walker and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Walker and similarly Aggrieved Employees, or some of them, are entitled to recover from Blackstone Gaming the greater of their actual damages caused by Blackstone Gaming's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, Blackstone Gaming is liable to Ms. Walker and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, Blackstone Gaming at times failed, and continues at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Ms. Walker and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, Blackstone Gaming at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Ms. Walker and Aggrieved Employees, or some of them, by virtue of Blackstone Gaming time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Blackstone Gaming failed at times and continues at times to fail to keep accurate and complete records showing total hours worked by virtue of Blackstone Gaming’s failure to relieve Ms. Walker and Aggrieved Employees, or some of them, of all duties and Blackstone Gaming’s control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Blackstone Gaming further failed at times, and continues at times to fail, to record the true start and end times of Ms. Walker’s and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Blackstone Gaming further failed at times and continues at times to fail, to record the true start and end times of Ms. Walker’s and Aggrieved Employees’ work shifts, or some of them.

Additionally, Blackstone Gaming at times failed, and continues at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Ms. Walker and Aggrieved Employees, or some of them. Blackstone Gaming’s failure to keep “accurate and complete” payroll records for Ms. Walker and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Blackstone Gaming to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.²

Action for PAGA Civil Penalties

In light of the above, Ms. Walker alleges that Blackstone Gaming violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;

² See Labor Code § 2699, subdivision (f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

2. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages twice per month;
5. Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 1174 by failing at times to keep accurate and complete payroll records; and

Therefore, on behalf of potentially Aggrieved Employees, Ms. Walker seeks applicable penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Walker has placed Blackstone Gaming on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



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