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 situated*

FILED
 Superior Court of California
 County of Los Angeles

05/07/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Strano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

RAFAEL VENTURA, individually, and on
 behalf of all others similarly situated, and on
 behalf of the State of California and other
 aggrieved persons,

Plaintiff,

v.

MARINA GRAPHIC CENTER, INC., a
 California corporation; and DOES 1 through
 10, inclusive,

Defendant.

Case No.: 26STCV05860

*Assigned for all purposes to:
 Hon. Timothy Patrick Dillon Dept. 15*

**CLASS & PAGA REPRESENTATIVE
 ACTION**

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

Complaint Filed: February 24, 2026
 Trial Date: Not Yet Set

Plaintiff RAFAEL VENTURA (“Plaintiff”), on information and belief, allege as follows:

I. INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff bring this action against Defendants MARINA GRAPHIC CENTER INC, and DOES 1 through 10 (collectively, “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records.

2. Plaintiff brings the First through Ninth Causes of Action individually and as a class action on behalf of Plaintiff and certain current and former employees of Defendants (collectively, the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendants in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Plaintiff brings the Tenth Cause of Action individually and on behalf of all persons who worked for Defendants in California as hourly paid or non-exempt employees during the statute of limitations period applicable to the claim pleaded herein (the “Aggrieved Employees”).

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including LOS ANGELES County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (IWC), and the California Business and Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants have, at times:

(a) Failed to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

1 (b) Failed to provide employees with timely and duty-free meal periods in
2 compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate
3 records of all meal periods taken or missed, and failed to pay an additional hour's pay for each
4 workday a meal period violation occurred;

5 (c) Failed to authorize and permit employees to take timely and duty-free rest
6 periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an
7 additional hour's pay for each workday a rest period violation occurred;

8 (d) Willfully failed to pay employees all minimum wage, straight time wages,
9 overtime wages, meal period premium wages, and rest period premium wages due within the time
10 period specified by California law when employment terminates;

11 (e) Failed to provide employees with accurate, itemized wage statements
12 containing all the information required by the California Labor Code and IWC Wage Orders;

13 (f) Failed to indemnify employees for expenditures incurred in direct discharge
14 of duties of employment; and

15 (g) Failed to timely produce requested employment records to employees as
16 required by the California Labor Code and IWC Wage Orders.

17 6. On information and belief, Defendants were on actual and constructive notice of the
18 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
19 Defendants' violations, as alleged above, during all relevant times herein were willful and
20 deliberate.

21 7. At all relevant times, Defendants were and are legally responsible for all of the
22 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
23 paragraphs as the employers of Plaintiff and the Class. Further, Defendants are responsible for
24 each of the unlawful acts or omissions complained of herein under the doctrine of respondeat
25 superior.

1 **II. THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff RAFAEL VENTURA is a resident of Los Angeles, California who worked
4 for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from
5 approximately April 1, 2024 to approximately January 6, 2026. Plaintiff worked as a Driver and
6 was compensated at a rate of \$18.00 per hour, paid weekly by check, with Plaintiff receiving pay
7 stubs. Defendants regularly scheduled Plaintiff to work Monday through Friday, from 8:00 a.m. to
8 8:00 p.m., amounting to twelve (12) hours per workday.

9 9. Plaintiff reserve the right to seek leave to amend this complaint to add new Plaintiff,
10 if necessary, to establish suitable representative(s) pursuant to *La Sala v. American Savings and*
11 *Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

12 **B. Defendants**

13 10. Plaintiff are informed and believe, and based upon that information and belief
14 allege, that Defendants MARINA GRAPHIC CENTER INC is, and at all times herein mentioned,
15 was:

16 (a) A business entity conducting business in numerous counties throughout the
17 State of California, including Los Angeles County; and,

18 (b) The former employer of Plaintiff, and the current and/or former employer of
19 the putative Class because Defendants MARINA GRAPHIC CENTER, INC. suffered and
20 permitted Plaintiff and the Class to work; and/or exercised control over their wages, hours, or
21 working conditions; and/or engaged Plaintiff and the Class, thereby creating a common law
22 employment relationship.

23 11. Plaintiff do not know the true names or capacities of the persons or entities sued
24 herein as DOES 1 through 10, inclusive, and therefore sues said Defendants by such fictitious
25 names. Each of the Doe Defendants was in some manner legally responsible for the damages
26 suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth
27 the true names and capacities of these Defendants when they have been ascertained, together with
28 appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as DOES 1 through 10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

13. Plaintiff are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff are informed and believe and thereon allege that, at all relevant times, each Defendants was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff are informed and believe and thereon allege that each Defendants acted pursuant to and within the scope of the relationships alleged above, that each Defendants knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

18 **III. JURISDICTION & VENUE**

14. This Court has subject matter jurisdiction over this action pursuant to California Code of Civil Procedure section 410.10.

15. The Court has personal jurisdiction over Defendants because Plaintiff's and Class Members' claims arise out of Defendants' business activities conducted in the State of California.

16. At all times mentioned herein, Defendants, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and the Class in the State of California.

17. Venue is appropriate in Los Angeles County, California because many of the acts and omissions that give rise to the claims for relief alleged in this action took place in Los Angeles County.

1 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 18. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-
3 paid, non-exempt employee from approximately April 1, 2024 to approximately January 6, 2026.
4 Plaintiff worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt
5 employee from approximately April 1, 2024 to approximately January 6, 2026. During Plaintiff's
6 employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as
7 non-exempt from overtime. Defendants repeatedly and frequently scheduled Plaintiff to work at
8 least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than
9 eight hours in a workday and more than 40 hours in a workweek.

10 19. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
11 all hours worked (including minimum, straight time, and overtime wages), failed to provide
12 Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest
13 periods, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
14 employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff
15 for expenditures, and failed to produce requested employment records.

16 20. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and the
17 Class for all hours worked, including minimum, straight time, and overtime wages. Defendants
18 would, at times, manufacture time keeping records to falsely show that Plaintiff and the Class took
19 meal periods when in fact they worked "off-the-clock," uncompensated. For instance, throughout
20 Plaintiff's employment, Defendants required Plaintiff and the Class to carry their personal cell
21 phones at all times during their shifts, including during any meal or rest breaks. The Supervisor
22 and Human Resources Representatives would call Plaintiff periodically throughout his shift with
23 work-related questions, requests for status updates, and work instructions. If Plaintiff did not
24 answer immediately, Defendants' Representatives would continue calling until Plaintiff answered,
25 and would then reprimand Plaintiff for not answering sooner. As a result, Plaintiff understood he
26 was required to monitor his phone and remain subject to Defendants' control at all times, including
27 during meal and rest periods—resulting in approximately 2.5 hours of uncompensated work per
28 week. Defendants paid Plaintiff and the Class less than all their work time, and some of this unpaid

1 work should have been compensated at the overtime rate. In failing to pay for all hours worked,
2 Defendants also failed to maintain accurate records of the hours Plaintiff and the Class worked.

3 21. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
4 and the Class with legally compliant meal periods. From Plaintiff's first day of employment on
5 April 1, 2024, Defendants' Human Resources Representative instructed Plaintiff that he was
6 entitled to only one (1) meal break for shifts lasting longer than twelve (12) hours, despite
7 California law requiring two (2) meal periods for shifts of that length. Moreover, Plaintiff was not
8 relieved of all duties to take his meal period until after the fifth hour of his shift, in violation of
9 California Labor Code section 512. This was because Defendants assigned Plaintiff several urgent
10 tasks each morning that had to be completed before Plaintiff could be relieved. Beginning on or
11 around April 1, 2025, Defendants' Representatives told Plaintiff there was no longer any time to
12 take meal breaks at all, due to the number of tasks that had to be completed throughout Plaintiff's
13 shift. As a result, starting in April 2025, Plaintiff was no longer relieved to take any meal breaks.
14 Throughout the employment period, Defendants also required Plaintiff to carry his personal cell
15 phone and remain reachable during any purported break periods, preventing Plaintiff from taking
16 an uninterrupted, duty-free meal period. Defendants failed to pay Plaintiff and the Class the
17 required one-hour premium wage for each workday a meal period was not provided in compliance
18 with California law.

19 22. Throughout the statutory period, Defendants have, at times, wrongfully failed to
20 authorize and permit Plaintiff and the Class to take legally compliant rest periods. Throughout
21 Plaintiff's entire employment, Plaintiff was never relieved of his duties to take a rest break, was
22 never scheduled to take a rest break, and was never informed that he was entitled to rest breaks.
23 Plaintiff's twelve-hour shifts entitled him to three (3) paid, ten-minute rest periods per workday
24 pursuant to California law. However, Defendants assigned Plaintiff an excessive volume of tasks
25 with urgent deadlines throughout each shift, making it practically impossible to step away for any
26 rest period. In addition, Defendants required Plaintiff to carry his personal cell phone and remain
27 reachable at all times, including during any would-be rest breaks. Plaintiff's Supervisor would call
28 Plaintiff periodically with work-related requests and instructions, and would reprimand Plaintiff if

1 he did not answer immediately, reinforcing Plaintiff's understanding that he was never truly
2 relieved of duty. As a result, Defendants failed to authorize and permit Plaintiff and the Class to
3 take rest periods in compliance with California law, and failed to pay the required one-hour
4 premium wage for each workday a rest period was not authorized and permitted.

5 23. Throughout the statutory period, Defendants, at times, willfully failed and refused
6 to timely pay Plaintiff and the Class all final wages due at their termination of employment. In
7 addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wage,
8 straight time wages, overtime wages, meal period premium wages, and rest period premium wages
9 owed to Plaintiff by Defendants at the conclusion of Plaintiff's employment. On information and
10 belief, Defendants' failure to timely pay Plaintiff's final wages when Plaintiff's employment
11 terminated was not a single, isolated incident, but was instead consistent with Defendants'
12 practices that applied, at times, to Plaintiff and the Class.

13 24. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
14 the Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
15 and net wages earned (including correct hours worked, correct wages for meal periods that were
16 not provided in accordance with California law, and correct wages for rest periods that were not
17 authorized and permitted to take in accordance with California law). As a result of these violations
18 of California Labor Code section 226, subdivision (a), the Plaintiff and the Class suffered injury
19 because, among other things:

20 (a) the violations led them to believe that they were not entitled to be paid
21 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
22 premium wages, even though they were entitled;

23 (b) the violations led them to believe that they had been paid the minimum wage,
24 straight time wages, overtime wages, meal period premium wages, and rest period premium wages,
25 even though they had not been;

26 (c) the violations led them to believe they were not entitled to be paid minimum
27 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
28 wages at the correct California rate even though they were entitled;

1 (d) the violations led them to believe they had been paid minimum wage,
2 straight time wages, overtime wages, meal period premium wages, and rest period premium wages
3 at the correct California rate even though they had not been;

4 (e) the violations hindered them from determining the amounts of minimum
5 wage, straight time wages, overtime wages, meal period premium wages, and rest period premium
6 wages owed to them;

7 (f) in connection with their employment before and during this action, and in
8 connection with prosecuting this action, the violations caused them to have to perform
9 mathematical computations to determine the amounts of wages owed to them, computations they
10 would not have to make if the wage statements contained the required accurate information;

11 (g) by understating the wages truly due to them, the violations caused them to
12 lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment,
13 and other governmental benefits;

14 (h) the wage statements inaccurately understated the wages, hours, and wage
15 rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than
16 the wages and wage rates to which they were entitled.

17 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code
18 section 226, subdivision (e).

19 25. Throughout the statutory period, Defendants have wrongfully required Plaintiff and
20 the Class to pay expenses that they incurred in direct discharge of their duties for Defendants.
21 Plaintiff and the Class paid out-of-pocket for necessary employment-related expenses.

22 26. Plaintiff and the Class incurred substantial expenses as a direct result of performing
23 their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Class for these
24 employment-related expenses.

25 27. Plaintiff sent written requests through Plaintiff's counsel to Defendants for
26 Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other
27 employment-related documents pursuant to Labor Code sections 226 and 1198.5. However,
28

Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5.

V. CLASS ACTION ALLEGATIONS

28. Plaintiff bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure section 382.

29. All claims alleged herein arise under California law for which Plaintiff seek relief authorized by California law.

30. The proposed Class consists of and is defined as:

All persons who worked for any Defendants in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

31. At all material times, Plaintiff were members of the Class.

32. Plaintiff undertake this concerted activity to improve the wages and working conditions of all Class Members.

33. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

1 (c) Adequacy: Plaintiff are qualified to, and will, fairly and adequately protect
2 the interests of each Class Member with whom there is a shared, well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff have no conflicts with or interests
4 antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in
5 the rules governing class action discovery, certification, and settlement. Plaintiff have incurred,
6 and throughout the duration of this action, will continue to incur costs and attorneys' fees that have
7 been, are, and will be necessarily expended for the prosecution of this action for the substantial
8 benefit of each class member.

9 (d) Superiority: A Class Action is superior to other available methods for the
10 fair and efficient adjudication of the controversy, including consideration of:

- 11 (1) The interests of the members of the Class in individually controlling
12 the prosecution or defense of separate actions;
- 13 (2) The extent and nature of any litigation concerning the controversy
14 already commenced by or against members of the Class;
- 15 (3) The desirability or undesirability of concentrating the litigation of the
16 claims in the particular forum; and,
- 17 (4) The difficulties likely to be encountered in the management of a class
18 action.

19 (e) Public Policy Considerations: The public policy of the State of California is
20 to resolve the California Labor Code claims of many employees through a class action. Indeed,
21 current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
22 Former employees are also fearful of bringing actions because they believe their former employers
23 might damage their future endeavors through negative references and/or other means. Class actions
24 provide the class members who are not named in the complaint with a type of anonymity that
25 allows for the vindication of their rights at the same time as their privacy is protected.

26 34. There are common questions of law and fact as to the Class (and each subclass, if
27 any) that predominate over questions affecting only individual members, including without
28 limitation, whether, as alleged herein, Defendants have:

- 1 (a) Failed to pay Class Members for all hours worked, including minimum,
2 straight time, and overtime wages;
- 3 (b) Failed to provide meal periods and pay meal period premium wages to Class
4 Members;
- 5 (c) Failed to authorize and permit rest periods and pay rest period premium
6 wages to Class Members;
- 7 (d) Failed to provide Class Members with timely final wages;
- 8 (e) Failed to provide Class Members with accurate wage statements;
- 9 (f) Failed to indemnify Class Members for expenditures;
- 10 (g) Failed to produce requested employment records; and
- 11 (h) Violated California Business and Professions Code sections 17200, *et. seq.*
12 as a result of their illegal conduct as described above.

13 35. This Court should permit this action to be maintained as a class action pursuant to
14 California Code of Civil Procedure section 382 because:

- 15 (a) The questions of law and fact common to the Class predominate over any
16 question affecting only individual Class Members;
- 17 (b) A class action is superior to any other available method for the fair and
18 efficient adjudication of the claims of the Class Members;
- 19 (c) The members of the Class are so numerous that it is impractical to bring all
20 members of the class before the Court;
- 21 (d) Plaintiff, and the other members of the Class, will not be able to obtain
22 effective and economic legal redress unless the action is maintained as a class action;
- 23 (e) There is a community of interest in obtaining appropriate legal and equitable
24 relief for the statutory violations, and in obtaining adequate compensation for the damages and
25 injuries for which Defendants are responsible in an amount sufficient to adequately compensate
26 the members of the Class for the injuries sustained;
- 27 (f) Without class certification, the prosecution of separate actions by individual
28 members of the Class would create a risk of:

(1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

(2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

36. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

VI. CAUSES OF ACTION¹

FIRST CAUSE OF ACTION

(Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

37. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 36 in this Complaint.

38. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

¹ Unless otherwise stated, Plaintiff asserts all causes of action against all Defendants.

39. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code section 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

40. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

41. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

42. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, and which will be ascertained according to proof at trial.

43. By failing to keep adequate time records required by California Labor Code section 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

44. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

45. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, Defendants failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

46. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5, 218.6, and 1194, subdivision (a).

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages)

47. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 46 in this Complaint.

48. California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

49. California Labor Code sections 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

50. At all times relevant hereto, Plaintiff and the Class have, at times, worked more than eight hours in a workday and/or more than 40 hours in a workweek, as employees of Defendants.

51. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code sections 510 and 1198.

52. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

53. By failing to keep adequate time records required by Labor Code section 1174 subdivision (d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

54. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 1194,

subdivision (a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

55. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of California Labor Code section 204.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods)

56. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 55 in this Complaint.

57. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than at the end of Plaintiff and the Class's fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code section 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of California Labor Code section 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

58. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code section 226.7 and the applicable Wage Orders.

59. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Failure to Authorize and Permit Rest Periods)

60. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 59 in this Complaint.

61. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code section 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code section 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

62. Despite these legal requirements, Defendants at times failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code section 226.7 and the applicable Wage Orders.

63. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

64. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 63 in this Complaint.

65. At all times herein set forth, California 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 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.

66. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants, at times, failed, and continue to fail, to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving Defendants' employ. Plaintiff do not allege that all of the Class Members were so harmed.

67. Defendants' failure to pay Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

68. California 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.

69. Pursuant to California Labor Code section 203, the Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum.

70. Pursuant to California Labor Code sections 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Failure to Provide and Maintain Accurate and Compliant Wage Records)

71. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 70 in this Complaint.

1 72. At all material times set forth herein, California Labor Code section 226,
2 subdivision (a) provides that every employer shall furnish each of his or her employees an accurate
3 itemized wage statement in writing showing nine pieces of information, including: (1) gross wages
4 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
5 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
6 all deductions made on written orders of the employee may be aggregated and shown as one item,
7 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
8 name of the employee and the last four digits of his or her social security number or an employee
9 identification number other than a social security number, (8) the name and address of the legal
10 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate by the employee.

12 73. Defendants have, at times, intentionally and willfully failed to provide employees
13 with complete and accurate wage statements. The deficiencies include, among other things, the
14 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the
15 true “total hours worked by the employee,” and the failure to list the true net wages earned. Plaintiff
16 do not allege that all of the Class Members were so harmed.

17 74. As a result of Defendants’ violation of California Labor Code section 226,
18 subdivision (a), Plaintiff and the Class have suffered injury and damage to their statutorily
19 protected rights.

20 75. Specifically, Plaintiff and the Class have been injured by Defendants’ intentional
21 violation of California Labor Code subdivision 226, subdivision (a) because Plaintiff and the Class
22 were denied both their legal right to receive, and their protected interest in receiving, accurate,
23 itemized wage statements under California Labor Code subdivision 226, subdivision (a).

24 76. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
25 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a
26 result of having to bring this action to attempt to obtain correct wage information following
27 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
28 laws and regulations.

78. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h).

SEVENTH CAUSE OF ACTION

(Failure to Indemnify Employees for Expenditures)

79. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 78 in this Complaint.

80. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

81. Defendants violated California Labor Code section 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

82. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

83. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code section 2802, subdivision (c) and interest pursuant to California Labor Code section 2802, subdivision (b).

EIGHTH CAUSE OF ACTION

(Failure to Produce Requested Employment Records)

84. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 83 in this Complaint.

85. Pursuant to California Labor Code section 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to

1 inspect or receive a copy of records pertaining to a current or former employee must comply with
2 the request as soon as practicable, but no later than 21 calendar days from the date of the request.

3 86. Pursuant to California Labor Code section 1198.5, subdivision (a), every current
4 and former employee, or his or her representative, has the right to inspect and receive a copy of
5 the personnel records that the employer maintains relating to the employee's performance or to
6 any grievance concerning the employee. Under this statute, upon written request from a current or
7 former employee or his or her representative, an employer must make the contents of those
8 personnel records available for inspection or provide a copy of the personnel records to the current
9 or former employee, or his or her representative, not later than 30 calendar days from the date the
10 employer receives the written request, subject to some limited exceptions. Failure to comply with
11 these requests allows for a civil penalty of \$750, pursuant to Labor Code section 1198.5,
12 subdivision (k) and 226, subdivision (f).

13 87. As set forth above, Plaintiff and the Class are current and former employees of
14 Defendants.

15 88. Plaintiff sent a written request through Plaintiff's counsel to Defendants for
16 Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other
17 employment-related documents pursuant to Labor Code sections 226 and 1198.5. However,
18 Defendants failed to timely produce the requested employment records.

19 89. Defendants violated California Labor Code sections 226, and 1198.5 by failing to
20 timely produce the required records requested by Plaintiff.

21 90. On information and belief, Defendants' failure to provide Plaintiff with Plaintiff's
22 requested employment records is not an isolated incident but was instead consistent with
23 Defendants' practice that applied to Plaintiff and the Class.

24 91. Pursuant to California Labor Code section 1198.5, Plaintiff and the Class are
25 entitled to a penalty of \$750 from Defendants, injunctive relief in the form of compliance with
26 section 1198.5, and attorneys' fees and costs.

1 92. Pursuant to California Labor Code section 226, Plaintiff and the Class are entitled
2 to a penalty of \$750 from Defendants, injunctive relief in the form of compliance with section 226,
3 and attorneys' fees and costs.

4 **NINTH CAUSE OF ACTION**

5 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

6 93. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs
7 1 through 92 in this Complaint.

8 94. Defendants, and each of them, are "persons" as defined under California Business
9 and Professions Code section 17201.

10 95. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seek
12 to enforce important rights affecting the public interest within the meaning of Code of Civil
13 Procedure section 1021.5.

14 96. Defendants' activities, as alleged herein, are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business and Professions
16 Code sections 17200, *et seq.*

17 97. A violation of California Business and Professions Code sections 17200, *et seq.* may
18 be predicated on the violation of any state or federal law. All the acts described herein as violations
19 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
20 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
21 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
22 and Professions Code sections 17200, *et seq.*

23 **Failure to Pay Minimum and Straight Time Wages**

24 98. Defendants' failure to pay minimum and straight time wages, and other benefits in
25 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
26 California Business and Professions Code sections 17200, *et seq.*

Failure to Pay Overtime Wages

99. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code sections 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

Failure to Provide Meal Periods

100. Defendants' failure to provide meal periods in accordance with California Labor Code sections 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

101. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code section 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code sections 17200, *et seq.*

Failure to Indemnify Business Expenses

102. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code section 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

103. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

104. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

105. Plaintiff, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and

1 the Class are not obligated to establish individual knowledge of the wrongful practices of
2 Defendants in order to recover restitution.

3 106. Plaintiff, individually, and on behalf of members of the putative class, are further
4 entitled to, and do, seek a declaration that the above-described business practices are unfair,
5 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
6 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
7 in the future.

8 107. Plaintiff, individually, and on behalf of members of the putative class, have no plain,
9 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
10 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
11 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
12 individually, and on behalf of members of the putative Class, have suffered and will continue to
13 suffer irreparable harm unless the Defendants are restrained from continuing to engage in said
14 unfair, unlawful and/or fraudulent business practices.

15 108. Plaintiff also allege that if Defendants are not enjoined from the conduct set forth
16 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
17 withholdings.

18 109. Pursuant to California Business and Professions Code sections 17200, *et seq.*,
19 Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained
20 by Defendants during a period that commences four years prior to the filing of this complaint; a
21 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
22 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5 and other applicable laws; and an award of costs.

24 **TENTH CAUSE OF ACTION**

25 **(Civil Penalties Under the Private Attorneys General Act of 2004,**

26 **Cal. Lab. Code, §§ 2698, *et seq.*)**

27 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 109 in this Complaint.

111. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

112. California Labor Code section 2699, subdivision (a) specifically provides for a private right of action to recover penalties for violations of the California Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.”

113. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code section 2699.3. On or about February 23, 2026, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on or about February 23, 2026. Plaintiff’s PAGA case number is LWDA-CM-1159184-26. A true and correct copy of the PAGA notice is attached as **Exhibit 1**.

114. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code section 2699, subdivision (a), Plaintiff for himself and all current and former Aggrieved Employees, seeks recovery of any and all applicable civil penalties for Defendants’ violation of California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

115. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,

1 including any entity, employing labor who willfully fails to maintain accurate and complete records
2 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
3 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
4 time records showing when the employee begins and ends each work period. Meal periods, and
5 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
6 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
7 and applicable rates of pay.

8 116. During the time period of employment for Plaintiff and the Aggrieved Employees,
9 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
10 failing to maintain accurate records showing meal periods, and accurate records showing when
11 employees begin and end each work period. Defendants' failure to provide and maintain records
12 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
13 Employees the ability to know, understand and question the accuracy and frequency of meal
14 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
15 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
16 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
17 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
18 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
19 seeking to compel Defendants to fully perform their obligation under state law, all to their
20 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
21 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
22 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
23 understanding, and disputing the wage payments paid to them.

24 117. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
25 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
26 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
27 according to proof at trial. These penalties are in addition to all other remedies permitted by law.
28

118. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

VII. PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
2. That Plaintiff be appointed as the representatives of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For penalties, restitution, and liquidated damages pursuant to California Labor Code section 1197.1;
8. For liquidated damages;
9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and,
10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

12. For unpaid wages at overtime wage rates as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194, subdivision (a); and,

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

18. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

19. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

20. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

22. For unpaid rest period premium wages as may be appropriate;

23. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

24. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

27. For statutory wage penalties pursuant to California Labor Code section 203 for former employees who have left Defendants' employ;

28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h);

35. For reasonable attorneys' fees and for costs of suit incurred herein; and,

36. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

39. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226 and 1198.5 by willfully failing to produce employment records;

43. For statutory penalties pursuant to California Labor Code sections 226, subdivision (f) and 1198.5, subdivision (k);

44. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code sections 226, subdivision (h) and 1198.5, subdivision (l);

45. For reasonable attorneys' fees and for costs of suit incurred herein; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

48. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business and Professions Code sections 17200, *et seq.*;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and,

52. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hour worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

1 54. For all civil penalties pursuant to California Labor Code sections 2699, et seq., and
2 all other applicable Labor Code provisions;

3 55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 2699; and

5 56. For such other and further relief as the Court may deem equitable and appropriate.

6 As to all Causes of Action

7 57. For any additional relief that the Court deems just and proper.

8
9 Dated: May 7, 2026

Respectfully submitted,

10 /s/ Chumahan B. Bowen

11 Thiago M. Coelho

12 Chumahan B. Bowen

13 Jesenia A. Martinez

14 **WILSHIRE LAW FIRM, PLC**

15 Attorneys for Plaintiff and the Putative
16 Class

DEMAND FOR JURY TRIAL

Plaintiff demand a trial by jury as to all causes of action triable by jury.

Dated: May 7, 2026

Respectfully submitted,

/s/ Chumahan B. Bowen

Thiago M. Coelho

Chumahan B. Bowen

Jesenia A. Martinez

WILSHIRE LAW FIRM, PLC

*Attorneys for Plaintiff and the Putative
Class*

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Nicol Hajjar, Esq.
Tyler Woods, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

February 23, 2026

SENT VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED

LWDA
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
(Via Online Submission)

Marina Graphic Center Inc.
12901 Cerise Ave.,
Hawthorne, CA 90250
9489-0090-0027-6490-0111-26

Marina Graphic Center Inc.
c/o Clayton T Buckingham
Agent for Service of Process
12901 Cerise Ave.,
Hawthorne, CA 90250
9489-0090-0027-6490-0110-96

Re: *Rafael Ventura v. Marina Graphic Center Inc.*
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

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

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

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

Rafael Ventura's Employment with Marina

Marina is a graphics and printing company. Marina owns and operates a business and establishment within the State of California. Therefore, and based on all the facts and circumstances incident to Marina's business in California, Marina is subject to the Labor Code, the Industrial Wage Commission's (IWC) Wage Orders, and the California Business and Professions Code.

Rafael Ventura is a resident of Hawthorne, California who worked for Marina in Los Angeles County, California, as an hourly-paid, non-exempt employee from approximately April 1, 2024 to January 6, 2026. Rafael Ventura worked as a Driver. Rafael Ventura's primary job function was to operate a vehicle and perform delivery and transportation duties on behalf of Marina.

During Rafael Ventura's employment with Marina, Marina paid Rafael Ventura an hourly wage of \$18.00 and classified Rafael Ventura as non-exempt from overtime. Marina typically scheduled Rafael Ventura to work at least 5 days in a workweek and at least 12 hours per day, but Rafael Ventura also regularly worked more than 8 hours in a workday and more than 40 hours in a workweek.

In performing Rafael Ventura's duties, Rafael Ventura was regularly required to carry his personal cell phone on him at all times during his shifts, including during meal and rest breaks. HR representatives and supervisors would call Rafael Ventura periodically throughout his shift with work-related questions, requests for updates, and work instructions. If Rafael Ventura did not answer right away, Defendant's representatives would continue calling him until he answered and would then reprimand him. As a result, Rafael Ventura understood he was required to monitor his phone at all times, including during breaks. Additionally, Rafael Ventura was frequently deprived of an opportunity to take legally compliant meal and rest breaks due to the number of tasks he was required to complete throughout his shift with urgent deadlines.

Marina did not provide Rafael Ventura and Aggrieved Employees with the meal and rest break premiums as required by the Labor Code, and Rafael Ventura does not recall ever receiving any meal and rest break premiums. Additionally, Marina required Rafael Ventura to use his personal cell phone to perform work duties at all times during his shifts, including during meal and rest breaks, but Marina did not reimburse Rafael Ventura for the cost of his personal cell phone use, which amounted to approximately \$56 per month at 75% work-related use. These are just non-exhaustive examples of the facts and theories Rafael Ventura asserts, which are later described in more detail.

Throughout Rafael Ventura's employment, Marina did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Rafael Ventura with legally compliant meal periods; (3) authorize and permit Rafael Ventura to take rest periods; (4) timely pay all final wages to Rafael Ventura when Marina terminated Rafael Ventura's employment; (5) furnish accurate wage statements to Rafael Ventura; and (6) indemnify Rafael Ventura for business expenditures. As will be further discussed, Rafael Ventura's experience working for Marina 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 includes the time the employee is suffered or permitted to work, whether or not 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, Marina did not pay Rafael Ventura and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. At times, Marina required Rafael Ventura and Aggrieved Employees, or some of them, to work off-the-clock and without compensation. Specifically, Marina required Rafael Ventura to carry his personal cell phone on him at all times during his shifts, including during meal and rest breaks. Defendant's Supervisor and HR representatives would call Rafael Ventura periodically throughout his shift with work-related questions, requests for updates, and work instructions. If Rafael Ventura did not answer right away, Defendant's Representatives would continue calling him until he answered and would then reprimand him. As a result, Rafael Ventura was required to monitor and respond to his phone at all times, including during what should have been off-duty meal and rest break periods, resulting in approximately 2.5 hours of uncompensated work per week. Some of this unpaid work should have been paid at the overtime rate. California Labor Code section 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over 8 hours per day, 40 hours per week, or on any seventh day of a workweek. Marina failed to properly calculate Rafael Ventura's regular rate of pay when paying overtime, by failing to include all compensation in Rafael Ventura's overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, Marina also did not maintain accurate records of the hours Rafael Ventura and the Aggrieved Employees, or some of them, worked.

As a result, Marina is liable to Rafael Ventura 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 the 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, Marina at times wrongfully failed to provide Rafael Ventura and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal break in a manner required by law. From his first day of work, Rafael Ventura was instructed by HR representative to take only one meal break, and only for shifts that lasted longer than 12 hours. Rafael Ventura was only relieved to take his meal break after his fifth hour of work due to being assigned several tasks in the morning that had to be completed immediately. Beginning on or around April 1, 2025, Defendant told Rafael Ventura there was no time to take meal breaks due to the number of tasks that had to be completed throughout his shift. As a result, Rafael Ventura was no longer relieved to take meal breaks at all.

Marina also continued to assert control over Rafael Ventura and Aggrieved Employees, or some of them, during what should have been duty-free meal breaks. Specifically, Marina required Rafael Ventura to carry his personal cell phone on him at all times during his shifts, including during meal breaks. Defendant's Supervisor would call Rafael Ventura periodically throughout his shift with work-related questions, requests for updates, and work instructions. If Rafael Ventura did not answer right away, Defendant's Representatives would continue calling him until he answered and would then reprimand him. As a result, Rafael Ventura understood he was required to monitor his phone at all times, and was therefore never fully relieved of duty during any break period. Marina also did not inform Rafael Ventura of his right to take a second meal break when he worked at least 10 hours in a workday. Accordingly, Marina at times failed to provide meal breaks to Rafael Ventura and Aggrieved Employees, or some of them, in compliance with California law.

Rafael Ventura 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. Marina, however, at times failed to pay Rafael Ventura and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Rafael Ventura does not recall ever receiving any meal and rest break premiums.

Thus, Marina is liable to Rafael Ventura 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, Marina at times wrongfully failed to authorize and permit Rafael Ventura and Aggrieved Employees, or some of them, to take legally compliant rest breaks in a manner required by law. Throughout his entire employment, Rafael Ventura was never relieved to take rest breaks, was never scheduled to take rest breaks, and was never told he could take rest breaks. There were too many tasks to complete throughout his shift with urgent deadlines, leaving no time to take rest breaks. Marina at times required Rafael Ventura and Aggrieved Employees, or some of them, to work in excess of 4 consecutive hours a day without authorizing and permitting them 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 Rafael Ventura and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, Marina at times continued to assert control over Rafael Ventura 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 by denying Rafael Ventura and Aggrieved Employees, or some of them, permission to take a rest break. Specifically, Marina required Rafael Ventura to carry his personal cell phone on him at all times during his shifts, including during rest breaks. Defendant's Representatives would call Rafael Ventura periodically throughout his shift with work-related questions, requests for updates, and work instructions. If Rafael Ventura did not answer right away, Defendant's Representatives would continue calling him until he answered and would then reprimand him. As a result, Rafael Ventura understood he was required to monitor his phone at all times and was never fully relieved of duty during any rest break period.

Accordingly, Marina at times failed to authorize and permit Rafael Ventura and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Rafael Ventura 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. Marina, however, at times failed to pay Rafael Ventura 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, Marina is liable to Rafael Ventura 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 Marina's failure at times to pay Rafael Ventura and Aggrieved Employees, or some of them, for all wages as discussed above, Marina 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, Marina failed and refused to pay Rafael Ventura all wages due, and failed to pay those wages twice a month, in that Rafael Ventura was not paid all wages for all meal periods not provided by Marina, all wages for all rest periods not authorized and permitted by Marina, and all wages for all hours worked. As a result, Marina owes Rafael Ventura the legally required wages for unpaid wages, and Rafael Ventura and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Marina is liable to Rafael Ventura 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

Rafael Ventura 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.

Marina, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Rafael Ventura and Aggrieved Employees, or some of them.

Marina's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Rafael Ventura 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. Therefore, Rafael Ventura 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 Marina. As a direct result, Rafael Ventura 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 Marina to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial.

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.

Within the applicable statute of limitations, the employment of Rafael Ventura and many other Aggrieved Employees ended. However, during the relevant time period, Marina at times failed, and continues at times to fail, to pay Rafael Ventura 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 Marina'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. Rafael Ventura recalls that Rafael Ventura did not receive all final wages owed at the time of separation from Marina's employment.

Marina'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 from the due date, and at the same rate until paid or until an action is commenced, but not to continue for more than 30 days.

Accordingly, Rafael Ventura and Aggrieved Employees, or some of them, are entitled to recover from Marina 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, Marina is liable to Rafael Ventura 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.

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; (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; (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.

Throughout the statutory period, Marina at times failed, and continues at times to fail, to timely furnish Rafael Ventura 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 Marina at times violated Labor Code section 226, Rafael Ventura and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Rafael Ventura and similarly Aggrieved Employees, or some of them, are entitled to recover from Marina the greater of their actual damages caused by Marina's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, Marina is liable to Rafael Ventura 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, Marina 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 Rafael Ventura 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, Marina at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Rafael Ventura and Aggrieved Employees, or some of them, by virtue of Marina's off-the-clock work policies and practices. Marina further failed at times and continues at times to fail to record the true start and end times of Rafael Ventura's and Aggrieved Employees' meal periods and work shifts, or some of them.

Marina's failure to keep "accurate and complete" payroll records for Rafael Ventura 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 Marina 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.

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the applicable statute of limitations period, Marina at times wrongfully required Rafael Ventura and Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for Marina. Specifically, Marina required Rafael Ventura to use his personal cell phone to perform work duties at all times during his shifts, including during meal and rest breaks, to receive and respond to calls and work instructions from his supervisor. Rafael Ventura incurred personal cell phone expenses of approximately \$56 per month, of which approximately 75% was attributable to work-related use, but Marina failed to reimburse Rafael Ventura and Aggrieved Employees, or some of them, for these necessary employment-related expenses.

As a result, Marina is liable to Rafael Ventura and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 2802 and 2699, subdivision (f)(2) for failing to indemnify Rafael Ventura and Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

In light of the above, Rafael Ventura alleges that Marina 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. 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
9. Labor Code section 2802 by failing at times to indemnify for necessary expenditures.

Therefore, on behalf of potentially Aggrieved Employees, Rafael Ventura 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.

Rafael Ventura has placed Marina 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,

A handwritten signature in dark ink, appearing to read 'CMB', with a long horizontal flourish extending to the right.

Chumahan Bowen, Esq.
Wilshire Law Firm, PLC