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March 13, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

SKY ZONE INDOOR TRAMPOLINE PARK
1625 W 190th St
Gardena, CA 90248

QUAN DOE
c/o SKY ZONE INDOOR TRAMPOLINE PARK
1625 W 190th St
Gardena, CA 90248

VANESSA DOE
c/o SKY ZONE INDOOR TRAMPOLINE PARK
1625 W 190th St
Gardena, CA 90248

Re: *Sanchez v. Sky Zone Indoor Trampoline Park et al.*

Dear Sky Zone Indoor Trampoline Park, Quan, and Vanessa:

This office represents Demoni Sanchez. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 et seq., including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

Defendants QUAN DOE and VANESSA DOE are owners, principals, and/or managing agents of SKY ZONE INDOOR TRAMPOLINE PARK and are personally liable under Labor Code section 558.1 for all wage and hour violations as they acted on behalf of the employer and violated or caused to be violated provisions regulating minimum wages and hours of work. Defendant QUAN served as Manager and Defendant VANESSA served as Supervisor with direct supervisory authority over Plaintiff's wages, hours, and working conditions.

This action is on behalf of Plaintiff and other aggrieved employees to recover wages from Defendants due to Defendants' failure to pay overtime compensation, to provide compliant meal breaks and rest periods (or pay the statutory compensation due), to pay all wages for the seventh consecutive day of work, to pay minimum wages, to reimburse business expenses, to provide accurate wage statements, and unfair competition.

Defendants have violated the law with respect to Plaintiff and other current and former aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate him and other aggrieved employees for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Sky Zone Indoor Trampoline Park on behalf of himself and other aggrieved employees. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims on behalf of himself and other aggrieved employees include, but are not limited to:

A. FAILURE TO PAY OVERTIME

(Labor Code §§510, 1194; IWC Wage Order No. 5)

Defendants intentionally and improperly failed to pay Plaintiff and other aggrieved employees required double-time premium pay for hours worked in excess of twelve (12) hours in a single workday and for hours worked on the seventh consecutive day of work. Throughout his employment, Plaintiff routinely worked overtime hours, averaging approximately six (6) hours of overtime per week. While Defendants paid Plaintiff time and one-half for some hours worked in excess of eight (8) hours per day and forty (40) hours per week, Defendants failed to properly compensate Plaintiff at the required double-time rate for all hours worked in excess of twelve (12) hours in a single day. On multiple occasions when Plaintiff worked more than twelve (12) hours in a day, Defendants paid him only his regular rate or time-and-a-half rate instead of the required double-time rate.

Additionally, when Plaintiff worked seven (7) consecutive days in a workweek, including when required to attend meetings, Defendants paid him at his regular rate of pay instead of the required double-time rate for all hours worked on the seventh consecutive day. Defendants also failed to properly calculate Plaintiff's regular rate of pay for purposes of computing overtime compensation due.

By virtue of Defendants' unlawful failure to pay overtime wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO PROVIDE MEAL PERIODS
(Labor Code §§226.7, 512; IWC Wage Order No. 5)

Defendants intentionally and improperly failed to afford Plaintiff and other aggrieved employees compliant meal periods as required by law. During his employment, Plaintiff was provided with only one (1) thirty (30) minute meal break per day, typically taken after the fourth or fifth hour of work. On some occasions, Plaintiff was required to clock out for a meal break even though he was not actually taking a lunch break, resulting in uncompensated work time. When Plaintiff worked shifts in excess of ten (10) hours, Defendants failed to provide Plaintiff with a compliant second meal period as required by law.

Plaintiff and other aggrieved employees did not receive premium pay of one hour at the regular rate of pay for each workday that a compliant meal period was not provided.

By virtue of Defendants' unlawful failure to provide compliant meal periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(Labor Code §226.7; IWC Wage Order No. 5)

Defendants intentionally and improperly failed to authorize and permit Plaintiff and other aggrieved employees to take ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof. Defendants maintained a policy and practice of allowing rest breaks only every four (4) hours. During his employment, Plaintiff received only one (1) ten (10) minute rest break per shift. For shifts of six (6) to eight (8) hours in duration, Plaintiff should have received two (2) ten (10) minute rest breaks but was provided with only one (1), in violation of IWC Wage Order No. 5.

Plaintiff and other aggrieved employees did not receive premium pay of one hour at the regular rate of pay for each workday that compliant rest periods were not provided.

By virtue of Defendants' unlawful failure to provide rest periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO PAY WAGES FOR SEVENTH CONSECUTIVE DAY
(Labor Code §510)

Defendants intentionally and improperly failed to pay Plaintiff and other aggrieved employees at the required double-time rate for work performed on the seventh consecutive day of work in any workweek. Plaintiff sometimes worked seven (7) consecutive days, including when required to attend meetings. When Plaintiff worked on the seventh consecutive day in a workweek, Defendants paid Plaintiff at his regular rate of pay instead of the required double-time rate for all hours worked on the seventh consecutive day as mandated by Labor Code §510(b).

By virtue of Defendants' unlawful failure to pay required double-time wages for the seventh consecutive day of work to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PAY MINIMUM WAGE
(Labor Code §§1194, 1197; IWC Wage Order No. 5)

Defendants willfully failed to pay Plaintiff and other aggrieved employees the applicable minimum wage rates. When all unpaid wages, overtime premiums, and meal and rest break premiums are calculated together, Plaintiff's effective hourly rate of pay fell below the applicable minimum wage for certain pay periods during his employment. Additionally, Defendants' failure to compensate Plaintiff for all hours worked, including hours when Plaintiff arrived early for his scheduled shifts but was not permitted to clock in, resulted in uncompensated work time and effective hourly rates below minimum wage.

By virtue of Defendants' unlawful failure to pay minimum wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Labor Code §2802)

Defendants were aware that Plaintiff and other aggrieved employees were required to purchase uniforms and clothing as a condition of employment and to use their personal vehicles for work-related errands and purposes, but failed to indemnify Plaintiff and other aggrieved employees for all business-related expenses, in accordance with Labor Code §2802. Plaintiff was required to spend approximately three hundred dollars ($300.00) on required uniforms and clothing, for which Defendants failed to reimburse him. Additionally, Plaintiff was required to use his personal vehicle for work-related errands. While Defendants reimbursed Plaintiff for gas and mileage, the reimbursement may not have covered Plaintiff's full actual expenses in accordance with applicable IRS mileage rates.

Upon information and belief, other aggrieved employees have similarly been required to purchase uniforms and use their personal vehicles for work-related purposes without proper reimbursement. Plaintiff and other aggrieved employees suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

G. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code §226)

Defendants failed to provide Plaintiff and other aggrieved employees with itemized wage statements that properly and accurately itemized all required information as mandated by Labor Code §226(a). Specifically, the wage statements issued by Defendants failed to properly itemize: (1) the hours Plaintiff worked at the applicable straight time and overtime rates; (2) all applicable hourly rates in effect during the pay period and corresponding hours worked at each rate; and (3) meal and rest period premiums owed. Because Defendants failed to pay required double-time overtime premiums, seventh consecutive day premiums, and meal and rest break premiums as required by law, the wage statements issued failed to accurately show all wages earned and all applicable rates.

By virtue of Defendants' unlawful failure to provide accurate wage statements to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown but which exceed the jurisdictional limits of the Court.

H. UNFAIR COMPETITION
(Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other aggrieved employees. All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 5, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 et seq.

Plaintiff and other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and other aggrieved employees have been deprived by means of the above-described unfair and unlawful business practices.

I. ADDITIONAL PENALTIES
(Violations of Labor Code §§201-204, 510, 512, 1194, 1197, 2802, 226.7)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq*. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

Kevin A. Lipeles, Esq.