



THE **WORK JUSTICE** FIRM

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May 27, 2026

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

MARMALADE LLC DBA MARMALADE CAFE c/o Juan Salcedo, Agent for Service of Process for Marmalade, LLC 16530 Ventura Blvd., Suite 611 Encino, CA 91436-5018 Certified Mail No.: 9589 0710 5270 4046 5190 28	MARMALADECAFE, LLC c/o Juan Salcedo, Agent for Service of Process for Marmalade, LLC 16530 Ventura Blvd., Suite 611 Encino, CA 91436-5018 Certified Mail No.: 9598 0710 5270 4046 5190 35
MARMALADE, LLC Legal Department 16530 Ventura Blvd., Suite 611 Encino, CA 91436-5018 Certified Mail No.: 9589 0710 5270 4046 5190 11	

From: Wilton Velasquez Maldonado, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of Marmalade, LLC

c/o Brent Marlis, Esq.
THE WORK JUSTICE FIRM
3530 Wilshire Boulevard, Suite 1460
Los Angeles, CA 90010
Email: brent@workjustice.com
cesar@workjustice.com

Our firm has been retained by aggrieved employee Wilton Velasquez Maldonado, concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employer, Marmalade, LLC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee Wilton Velasquez Maldonado ("Employee" or "Employee") was employed by Marmalade, LLC ("Defendant" or "Employer") as an hourly non-exempt employee from in or around February 2025 through April 2026. Employee believes Defendant employed more than one hundred (100) employees in total during the period covered by this notice, and Labor Code section 2999.3(c)(2) does not apply.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Employer failed to pay Employee and similarly aggrieved employees all minimum wages as Employee and similarly aggrieved employees were unable to take off duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or all their unpaid meal periods, resulting in significant unpaid wages for time spent working for Employer. Specifically, Employer required Employee and similarly

aggrieved employees to continue to work in the restaurant kitchen while clocked out for their meal periods.

- Employer failed to pay Employee and similarly aggrieved employees all minimum wages as Employer implemented a time-rounding system that, as applied, systemically deprived Employee and similarly aggrieved employees of compensable time because the time-rounding system implemented by Employer understated actual compensable work time. At times, Employer adjusted Employee's and similarly aggrieved employees' time entries and or instructed them to record only the scheduled beginning and end times of their shifts rather than the actual times they began and stopped working, resulting in understating actual time worked and the underpayment of minimum owed to Employee and similarly aggrieved employees.
- Employer failed to pay Employee and similarly aggrieved employees for all off-the-clock work prior to clocking in and/or after clocking out for their shifts without compensation. Employee and similarly aggrieved employees were required to continue their duties, including but not limited to, opening and closing shift duties, all without compensation.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the

corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. *Failure to Pay Overtime Wages for Overtime Hours Work and/or Failure to Pay Overtime wages at the Proper Overtime Rate of Pay in Violation of Labor Code Section 510 and 1194*

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

“Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Employer failed to pay Employee and similarly aggrieved employees all overtime wages as Employee and similarly aggrieved employees were consistently unable to take off duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or all their unpaid meal periods, resulting in significant unpaid wages for time spent working for Employer.

- Employer failed to pay Employee and similarly aggrieved employees all minimum wages as Employer implemented a time-rounding system that, as applied, systemically deprived Employee and similarly aggrieved employees of compensable time because the time-rounding system implemented by Employer understated actual compensable work time. Employer adjusted Employee's and similarly aggrieved employees' time entries and or instructed them to record only the scheduled beginning and end times of their shifts rather than the actual times they began and stopped working, resulting in understating actual time worked and the underpayment of overtime wages owed to Employee and similarly aggrieved employees.
- Employer failed to pay Employee and similarly aggrieved employees for all off-the-clock work prior to clocking in and/or after clocking out for their shifts without compensation. Employee and similarly aggrieved employees were required to continue their duties, including but not limited to, opening and closing shift duties.
- Employer failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate, resulting in the miscalculation and underpayment of overtime wages owed to Employee and similarly aggrieved employees.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 5, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 5, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Employer failed to provide Employee and similarly aggrieved employees with timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or work through part or all their meal periods due to the nature and constraints of their job duties/lack of relief workers available and or commentary from supervisors pressuring them to take non-compliant breaks or skip breaks completely.

- Employer instructed Employee and similarly aggrieved employees to take late meal periods and or work through part or all of their meal periods when the restaurant was busy. Employee and similarly aggrieved employees were instructed to clock out thirty minutes for these missed or improper meal periods but to continue working/remain on duty.
- Employer failed to provide Employee and similarly aggrieved employees second meal periods despite regularly working shifts of at least ten hours (10) hours and thus being entitled to a second 30-minute, duty free, uninterrupted meal period before the end of the tenth hour of work. Per Employer's unlawful meal period policy and practice, Employer only provided a single meal period per shift, regardless of the number of hours worked, and even this single meal period would often be cut short, interrupted, late, worked through, and or on duty due to the nature and constraints of Employee's and similarly aggrieved employees' job duties, lack of relief workers available and or pressure from supervisors to take non-compliant meal breaks or skip meal breaks completely.
- Employer failed to permit Employee and similarly aggrieved employees to leave Employer's premises during their meal periods in violation of California law.
- Employer failed to pay Employee and similarly aggrieved employees meal period premiums earned for noncompliant meal periods.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay

calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 5, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 5 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Employee and similarly aggrieved employees were not authorized to take rest periods at a rate of every four (4) hours worked or major fraction thereof.
- Employee and similarly aggrieved employees were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law.
- Employee’s and similarly aggrieved employees’ rest periods were interrupted, cut short, on duty, and or late due to the nature and constraints of Employee’s and similarly aggrieved employees’ job duties and or commentary from supervisors pressuring them to skip rest breaks completely or take non-compliant rest breaks.
- Employee and similarly aggrieved employees were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once jobs were completed/as time permitted.

- Employee and similarly aggrieved employees were not provided third rest periods despite consistently working shifts of ten hours or more and thus being entitled to a third duty-free, paid rest period per each shift of more than ten hours. Plaintiff and similarly situated employees were not always provided compliant first, second nor third rest periods. Per Employer's unlawful rest period policy and practice, Plaintiff and similarly situated employees were only permitted two rest periods per shift, regardless of the number of hours worked, and even those purportedly allowed rest periods were typically worked through/on duty or otherwise noncompliant with California law.
- Employer had no policy in place nor instruction as to the taking, timing, or duty-free nature of rest periods.
- Employee and similarly aggrieved employees were not permitted to leave Employer's premises during their rest periods in violation of California law.
- Employee and similarly aggrieved employees were not paid a rest period premium for missed/improper rest period in violation of California law.

Employee and other similarly aggrieved employees personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. *Failure To Pay Wages for Accrued Paid Sick Days At The Regular Rate of Pay In Violation Of Labor Code Section 246*

Defendants had a policy and/or procedure where Employee and other current and former aggrieved California-based hourly non-exempt employees accrued paid sick time.

Labor Code section 246, subdivision (a), states in relevant part “[a]n employee who...works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.” Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

Here, Employee and other current and former aggrieved California-based hourly non-exempt employees were employed by Employers for 30 or more days and were entitled to paid sick days. Also, Employee and other current and former aggrieved California-based hourly non-exempt employees began accruing paid sick days since the beginning of each of their respective employment with Employers.

Labor Code section 246, subdivision (l), provides that an employer shall calculate the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee elected to use paid sick time. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

In this case, Employee alleges that when he and other current and former aggrieved California-based hourly non-exempt employees elected to use paid sick time, Employers failed to pay them sick time wages at the proper sick time rate of pay due to Employers’ failure to include all remuneration when calculating the sick time rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration when calculating Employees and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6. *Failure to Pay Accrued and Vested Vacation Wages/PTO Wages in Violation of Labor Code Section 227.3*

Employee alleges that during their employment, Employers failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees accrued and vested vacation and/or personal time off (“PTO”) wages at the proper rate and/or upon separation of employment. Labor Code section 227.3 states in relevant part “...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at her final rate in accordance with such contract of employment or employer policy respecting eligibility or time served....”

Employers had a vacation policy in which Employee and other current and former aggrieved California-based hourly non-exempt employees accrued paid vacation time. Nevertheless, Employers employed policies and procedures which ensured that Employee and other current and former aggrieved California-based hourly non-exempt employees were not properly paid accrued and vested vacation time and/or PTO generally and/or upon separation of employment, in violation of Labor Code section 227.3 and/or California law. Employers failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees the full amount of their earned vacation/PTO wages at the time of separation of employment, in violation of California law and Labor Code section 227.3. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, et seq., on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.226(f).

7. *Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code 226*

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9). Employee believes these failures were willful and intentional. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. *Failure to Timely Pay all Earned Wages and Final Wages due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, 203*

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203. Employee believes these failures were willful and intentional. Employee also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

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Labor & Workforce Development Agency
Re: *Maldonado v. Marmalade, LLC*
May 27, 2026
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CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer's violations of Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7, 227.3, 246, 510, 512, 1194, 1197, 1198 and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
THE WORK JUSTICE FIRM



Brent Marlis, Esq.

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c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC

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Encino, CA 91436-5018

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARMALADECAFE, LLC

c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

2. Article Number (Transfer from service label)

9589 0710 5270 4046 5190 35

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

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- ☐ Agent
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- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



9590 9402 9909 5335 9767 88

United States
Postal Service

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box*

The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

BM/CF/TA: Velasquez Maldonado, Wilton Salomon V.
Marmalade LLC DBA Marmalade Cafe

Re: PACA Letter

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARMALADECAFE, LLC
c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

2. Article Number (Transfer from service label)

9589 0710 5270 4046 5190 35

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |

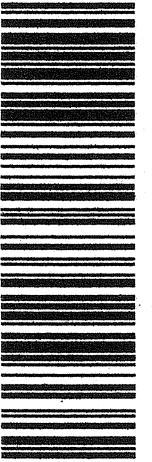
Mail Restricted Delivery (0)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

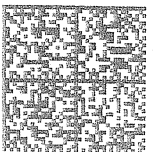
The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

CERTIFIED MAIL®



9589 0710 5270 4046 5190 35

PITNEY BOWES
\$11.029
US POSTAGESM
FIRST CLASSSM
028W0002311069
2000366545
ZIP 90010
MAY 27 2026



MARMALADECAFE, LLC

c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC
16530 Ventura Blvd, Suite 611
Encino, CA 91436-5018

The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

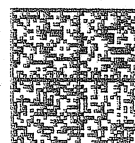
MARMALADECAFE, LLC
c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

CERTIFIED MAIL®



9589 0710 5270 4046 5190 35

PITNEY BOWES
\$11.029
us POSTAGE™
FIRST-CLASS
028W0002311069
2000366545
ZIP 90010
MAY 27 2026



9589 0710 5270 4046 5190 28

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
 Here

Postage

MARMALADE LLC DBA MARMALADE CAFE

c/o Juan Salcedo, Agent for Service of Process for
 Marmalade, LLC
 16530 Ventura Blvd., Suite 611
 Encino, CA 91436-5018

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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MARMALADE LLC DBA MARMALADE CAFE

c/o Juan Salcedo, Agent for Service of Process for
 Marmalade, LLC
 16530 Ventura Blvd., Suite 611
 Encino, CA 91436-5018

2. Article Number (Transfer from service label)

9589 0710 5270 4046 5190 28

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



9590 9402 9909 5335 9767 95

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

The Work Justice Firm

3530 Wilshire Blvd #1460

Los Angeles, CA 90010

BM/CF/TA: Velasquez Maldonado, Wilton Salomon v.
Marmalade LLC DBA Marmalade Cafe

Re: PAGA Letter

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

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MARMALADE LLC DBA MARMALADE CAFE

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16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

2. Article Number (Transfer from service label)

9589 0710 5270 4046 5190 28

PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Domestic Return Receipt

The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

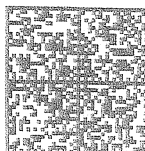
CERTIFIED MAIL



9589 0730 5270 4046 5190 28

MARMALADE LLC DBA MARMALADE CAFE
c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

PITNEY BOWES
\$11.029
US POSTAGE
FIRST CLASS
028W0002301068
20255643
ZIP 90010
MAY 27 2025



The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

SENDER: COMPLETE THIS SECTION

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MARMALADE LLC DBA MARMALADE CAFE

c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

2. Article Number (Transfer from service label)

9589 0710 5270 4046 5190 28

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

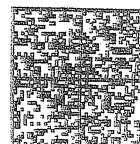
CERTIFIED MAIL



9589 0710 5270 4046 5190 28

MARMALADE LLC DBA MARMALADE CAFE
c/o Juan Salcedo, Agent for Service of Process for
Marmalade, LLC
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

PITNEY BOWES
\$11.029
US POSTAGE
FIRST CLASS
028N0002310186
200366545
ZIP 90010
MAY 27 2026



9589 0710 5270 4046 5190 11

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	

Postmark
Here

MARMALADE, LLC
 Legal Department
 16530 Ventura Blvd., Suite 611
 Encino, CA 91436-5018

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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MARMALADE, LLC
 Legal Department
 16530 Ventura Blvd., Suite 611
 Encino, CA 91436-5018

2. Article Number (Transfer from service label)

9589 0710 5270 4046 5190 11

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |

Mail Restricted Delivery
(0)

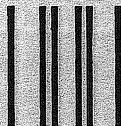
PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



9590 9402 9909 5335 9768 63



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

BM/CE/TA: Velasquez, Wilton Salomon v. Marmalade LLC
DBA Marmalade Cafe

Re: PAGA Letter

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Encino, CA 91436-5018

2. Article Number (Transfer from service label)

9589 0710 5270 4046 5190 11

COMPLETE THIS SECTION ON DELIVERY

A. Signature

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☐ Agent
☐ Addressee

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3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

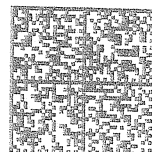
CERTIFIED MAIL®



9589 0710 5270 4046 5190 JJ

MARMALADE, LLC
Legal Department
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

PITNEY BOWES
\$11.029
US POSTAGE™
FIRST-CLASS
028W0002312048
2000366545
ZIP 90010
MAY 27 2026



The Work Justice Firm
3530 Wilshire Blvd #1460
Los Angeles, CA 90010

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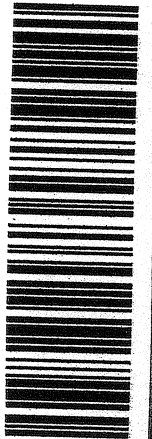
☐ Signature Confirmation Restricted Delivery

☐ Mail Restricted Delivery

0)

Domestic Return Receipt

CERTIFIED MAIL®



9589 0710 5270 4046 5190 11

MARMALADE, LLC
Legal Department
16530 Ventura Blvd., Suite 611
Encino, CA 91436-5018

PRIMEY BOWES
\$11.02
US POSTAGE
FIRST-CLASS
028W0002312048
2000366545
ZIP 90010
MAY 21 2026

