

RUIZ-VELASCO LAW FIRM

June 1, 2026

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Marina Solano
Bertha E Hernandez
El Mexicano Market El Monte, Incorporated
12242 Valley Blvd
El Monte, CA 91732

Re: **El Mexicano Market El Monte, Incorporated, et al.**

To Whom It May Concern:

We represent Pedro Mendoza Vazquez individually and on behalf of all other individuals (collectively “Plaintiffs”) who are either former or current employees of El Mexicano Market El Monte, Incorporated, and its owners, officers, and managing agents Marina Solano and Bertha E Hernandez (collectively “Defendants”). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant’s Labor Code violations and of our client’s intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as supermarket clerks, cashiers, food preparers, and laborers. Defendants underpay overtime hours worked in cash under the table, paying them part in cash and check, and skim the time records, even though Plaintiffs regularly worked overtime every week, causing minimum and overtime violations (“wage theft”). For instance, Defendants require that Plaintiffs sign a blank piece of paper when they pick up their check and cash each week, and thereafter Defendants print the skimmed time records on the signed blank paper. Defendants do this to avoid paying overtime and meal and rest period premiums correctly and to avoid paying FICA and EDD contributions.

Defendants fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their rest periods, and many times interrupt their meal periods particularly during busy times, but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during any of their rest periods because Defendants require them to work through their rest periods, but even if they were allowed, they are not able to because there was no one there to cover them, and Defendants many times interrupt their meal periods. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties.

Defendants have failed to provide paycheck statements with accurate hours worked, and with all overtime, regular wages, meal and rest period premium gross wages earned, all deductions, all net premium wages earned as required by Labor Code Section 226, particularly because Defendants pay Plaintiffs part in cash under the table and because they misclassify employees, and because of the violations above. Inaccurate time records is in violation of LC 1174, 1174.5, and IWC Wage Order 7. It is also a violation of LC 226.8 to pay in cash under the table.

Plaintiffs were not paid all of their overtime, minimum, premium, sick pay, and other wages owed at the time of their separation of work and paid wages late in violation of LC §§ 203, 204, 210.

Defendants required Plaintiffs to purchase uniforms in performance of their duties, however, they did not reimburse Plaintiffs for said expenditures in violation of LC §2802. Further, Plaintiffs' incurred loss of FICA and EDD contributions from Defendants for amounts paid in cash under the table, which are also in violation of LC §2802, among other statutes and laws.

On or about December 27, 2025, owner, officer and manager Defendant Ms. Solano aggressively struck Mr. Mendoza Vazquez on his hand because he did not remember the price of one of products at the supermarket. Mr. Mendoza Vazquez told Ms. Solano to please not hit him and that he did not agree with her hitting him. Ms. Solano immediately told him to leave and go home. Within less than a week, Defendants retaliated against and terminated Mr. Mendoza Vazquez because he objected to the owner and manager committing battery against him despite him having an exemplary record at the company. Defendants' conduct was despicable, has caused great harm to Mr. Mendoza Vazquez, and is in violation of Labor Code §§ 98.6, 1102.5, 6401.9, and *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Therefore, Defendants owe

Mr. Mendoza Vazquez general, special and punitive damages, penalties, and fees and costs.

Marina Solano and Bertha E Hernandez as the owners, officers, directors, and/or managing agents of El Mexicano Market, El Monte Incorporated are jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,



Rodolfo Ruiz-Velasco, Esq.