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Assigned for All Purposes
Judge Melissa R. McCormick
Dept. CX104

Attorney for Plaintiff ANA MARTINEZ, as an individual and on behalf of all similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ANA MARTINEZ,

Plaintiff,

v.

SV WTX, LLC; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2024-01398114-CU-OE-CXC

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violation of Cal. Labor Code §§ 204, 510, 1182.12, 1194, and 1194.2 (Recovery of Unpaid Minimum Wage and Overtime);
2. Violation of Cal. Labor Code §§ 226.7 and 512 (Meal Period Violations);
3. Violation of Cal. Labor Code § 226.7 (Rest Period Violations);
4. Violation of Cal. Labor Code § 226 (Failure to Issue Accurate Itemized Wage Statements);
5. Violation of Cal. Labor Code § 2802 (Failure to Reimburse for Necessary Business Expenditures);
6. Violation of Cal. Labor Code §§ 201–203 (Failure to Pay Wages Due at Separation of Employment); and
7. Violation of Cal. Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).
8. Violation of Cal. Labor Code § 2698 et seq. (Private Attorneys General Act (PAGA))

DEMAND FOR JURY TRIAL

1 Plaintiff, ANA MARTINEZ (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class she seeks to
5 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all non-exempt,
6 hourly-paid employees, currently and/or formerly employed by Defendant SV WTX, LLC
7 (“Defendants”) in the State of California during the Class Period. The term “Class Period” is
8 defined as four (4) years prior to the filing of the initial complaint in this action through judgment.
9 Plaintiff reserves the right to amend this complaint to reflect a different “Class Period” as further
10 discovery is conducted.

11 2. Plaintiff, individually, and on behalf of Plaintiff Class, seeks relief against
12 Defendants, for Defendants’ practices of violating the applicable Industrial Welfare Commission
13 Wage Order, Code of Regulations, and California Labor Codes, including: (1) Violation of Labor
14 Code §§ 204, 510, 1182.12, 1194, and 1194.2 for Recovery of Unpaid Minimum Wage, Overtime,
15 and Double Time, (2) Violation of Labor Code §§ 226.7, and 512, and California Wage Order
16 No. 5–2001 for Meal Period Violations, (3) Violation of Labor Code § 226.7, and California
17 Wage Order No. 5–2001 for Rest Period Violations, (4) Violation of Labor Code § 226 for Failure
18 to Issue Accurate Itemized Wage Statements, (5) Violation of Cal. Labor Code § 2802 for Failure
19 to Reimburse for Necessary Business Expenditures, (6) Violation of Labor Code §§ 201, 202, and
20 203 for Failure to Pay Wages Due at Separation of Employment, (7) Violation of Cal. Bus. &
21 Prof. Code §§ 17200 et seq. for Unfair Business Practices, and (8) Violations of Labor Code §§
22 2698-2699 (Private Attorney’s General Act) as set forth more fully herein, which will be asserted
23 pursuant to an amended complaint once the LWDA review period expires. These violations
24 concern current and past employees of Defendants. These violations concern current and past
25 employees of Defendants.

26 3. At all relevant times herein, Defendants have consistently maintained and enforced
27 against Plaintiff Class the unlawful practices and policies set forth herein.

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5. This Court has personal jurisdiction over Defendants because Defendants reside in, are incorporated in, have their main place of business in, and/or conduct business in the State of California, and a substantial portion of the acts, omissions, events, and transactions constituting the causes of action alleged herein occurred within the State of California, and more specifically, in the County of Orange. (Code Civ. Proc. § 410.10.)

ADMINISTRATIVE PREREQUISITE:

7. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under the Private Attorneys General Act (“PAGA”) only after giving notice to the Labor and Workforce Development Agency (“LWDA”) and the employer of the alleged Labor Code violations, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice from the LWDA.

8. Prior to filing this complaint, Plaintiff Ana Martinez gave written notice on December 8, 2024, by electronic filing to the LWDA and by certified mail to Defendants, of the specific provisions alleged to have been violated by Defendants, including the facts and theories to support the alleged violations as required by Labor Code section 2699.3. On December 13,

2023, Plaintiffs filed an Amended Notice. Plaintiff was given an LWDA case number of LWDA-CM-998739-23. Attached herein as **Exhibit A** is a true and correct copy of Plaintiff's Amended notice provided to the LWDA on December 13, 2023.

THE PARTIES

Plaintiff

9. Plaintiff was employed by Defendant from in or around January of 2023 until on or about May 27, 2023, at Defendant's Anaheim, California location. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt, hourly position as a cook, and was entitled to compensation for all hours worked, including overtime compensation, and penalties from Defendants. Plaintiff was employed by Defendant within the four (4) years prior to the commencement of this action.

10. Each of the Plaintiff Class consists of identifiable, current, and/or former similarly situated persons who were employed by Defendant in California during the Class Period.

Defendant

11. Plaintiff is informed and believes, and thereupon alleges, that Defendant SV WTX, LLC is a California Limited Liability Company restaurant and bowling alley whose facilities are located in Orange County California, and was the employer of the Plaintiff. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, and at all times herein mentioned have regularly conducted business in the State of California.

12. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief, alleges that said Defendants are legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when that information is ascertained.

13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant

are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint venture and/or single business enterprise, integrated enterprise, and/or are agents of one another, are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

FACTUAL ALLEGATIONS:

15. Plaintiff and Plaintiff Class are, and at all times relevant herein, have been non-exempt employees within the meaning of the California Labor Code, and California Wage Order No. 5–2001 of the Industrial Welfare Commission. Defendants are, and at all times relevant herein, have been an “employer” within the meaning of state law and California Wage Order No. 5–2001 of the Industrial Welfare Commission.

16. Defendant owns and operate a restaurant and bowling alley in Anaheim, California. Plaintiff and Class Members were employees of the business and Plaintiff worked primarily as a cook from in or around January of 2023 until on or about May 27, 2023.

17. During the Class Period, Defendants were required to pay Plaintiff and Class Members overtime compensation for any and all hours in excess of eight (8) hours in a workday or forty (40) hours in a workweek, and double time wages for any and all hours worked in excess of twelve (12) hours in a workday.

18. Defendants required Plaintiff and Class Members to arrive ten minutes early due to the security check Plaintiff and Class Members were required to go through before their shift. Thus, Defendants failed to compensate Plaintiff and Class Members for the time spent going through security check. Additionally, Defendants required Plaintiff and Class Members to work

1 during their meal periods or forego them altogether, yet still deducted thirty minutes of pay
2 thereby failing to compensate Plaintiff and aggrieved employees for all hours worked.

3 19. During the Class Period, Defendants were required to permit Plaintiff and Class
4 Members to take one (1) uninterrupted thirty (30) minute meal period prior to the sixth (6th) hour
5 of work. A second meal period of not less than thirty (30) minutes is required if an employee
6 works more than ten (10) hours in a workday. Defendants were also required to permit Plaintiff
7 and Class Members to take one (1) ten (10) minute rest period for every four (4) hours or major
8 fraction thereof worked.

9 20. Due to the work requirements and demands of the Defendants, Plaintiff and Class
10 Members were unable to take timely meal periods and the rest periods to which they were entitled.
11 Defendants failed to implement meal and rest break policies and prioritized work responsibilities
12 over providing requisite meal and rest breaks to Plaintiff and Class Members.

13 21. Plaintiff and Class Members were instructed by Defendants as to when to take
14 their meal periods and were often asked to help out during their meal and rest breaks by Defendant.

15 22. Defendants failed to schedule Plaintiff and Class Members in such a manner so as
16 to ensure proper provision of meal and rest periods. Plaintiff and Class Members' meal and rest
17 periods were often interrupted or cut short by work duties and at times Plaintiff and Class
18 Members were required to forego meal and rest periods altogether.

19 23. Plaintiff and Class Members were required by Defendant to remain on work
20 premises when taking a meal break.

21 24. When Plaintiff and Class Members were prevented from taking compliant meal
22 and rest periods, Defendants failed to compensate with a premium pay for every missed meal
23 period and failed to compensate with a premium pay on all workdays on which one or more rest
24 periods were missed.

25 25. During the Class Period, Defendants were required to provide Plaintiff and Class
26 Members with complete and accurate wage statements.

27 26. As discussed above, Plaintiff and Class Members were not paid for all hours
28 worked nor were they compensated premium pay for all meal and rest period violations.

27. Accordingly, Plaintiff and Class Members were provided inaccurate wage statements as they omitted the aforementioned hours of work and rates of pay. Therefore, Defendants furnished Plaintiff and Class Members wage statements with an inaccurate number of hours worked, inaccurate gross and net wages, and inaccurate corresponding number of hours worked at each hourly rate.

28. During the Class Period, Defendants were required to reimburse Plaintiff and Class Members for any and all necessary business expenditures.

29. Defendants required Plaintiff and Class Members to wear work uniforms bearing Defendants' name and logo. Defendants also required Plaintiff and Class Members to maintain and wash their work uniforms on their own time and at their own expense.

30. Defendants failed or refused to reimburse Plaintiff and Class Members for maintaining and washing their work uniforms.

31. At the time of Plaintiff and Class Members' separation from employment, Defendants were required to compensate Plaintiff and Class Members for all wages earned and owed.

32. Defendants failed to compensate Plaintiff and Class Members for all wages owed at the time their employment ended as Plaintiff and Class Members were not compensated for all hours worked, nor at the proper overtime and/or double time rates for applicable hours and they were owed as much at the time their employment ended. Plaintiff and Class Members were also owed compensation in the form of premium pay for the times they did not receive compliant meal and rest periods as well as reimbursements for necessary business expenditures.

33. Plaintiff and Class Members are owed regular wages, overtime wages, double time wages, premium payments, reimbursements, and waiting time penalties.

CLASS ALLEGATIONS

34. Plaintiff brings this action on behalf of herself and all other similarly situated persons, as a class action pursuant to California Code of Civil Procedure section 382. Plaintiff's proposed class consists of and is defined as follows: all individuals who worked for Defendants in a California location, including, but not limited to, cooks, at a time during the period from four

1 years prior to the filing of the initial complaint through the date of judgment (“Class Period”) in
2 this matter:

3 a. All persons who were employed by Defendant in the State of California who, for
4 the three (3) years prior to the filing of this class action to the present have worked as non-
5 exempt employees and have been terminated or resigned, who were entitled to be paid all
6 wages upon end of employment, and have not been paid wages pursuant to Labor Code
7 section 203 and are owed restitution for waiting time penalties for unpaid wages;

8 b. All persons who were employed by Defendant in the State of California who, for
9 the four (4) years prior to the filing of this class action to the present have worked as non-
10 exempt employees who were entitled to be paid all wages, and were not paid all wages
11 owed, including, but not limited to, overtime;

12 c. All persons who were employed by Defendant in the State of California who, for
13 the four (4) years prior to the filing of this class action to the present have worked as non-
14 exempt employees who were entitled to be provided accurate wage statements, and were
15 not provided an accurate payroll record as required under Labor Code section 226 and
16 Labor Code section 1174; and

17 d. All current and former California hourly non-exempt employees who work or
18 worked for Defendant during the liability period to be determined and who suffered injury,
19 including lost money, as a result of Defendant’s unfair competition;

20 e. All persons who are employed or have been employed by Defendants in the State
21 of California who, for the four years prior to the filing of this class action to the present
22 have worked as non-exempt employees who were entitled to receive uninterrupted meal
23 periods and were not provided a meal period for every five (5) hours or major fraction
24 thereof worked per day, and were not provided one hour's pay for each day on which such
25 meal period was not provided; and

26 f. All persons who are employed or have been employed by Defendant in the State
27 of California who, for the four years prior to the filing of this class action to the present
28 have worked as non-exempt employees who were entitled to uninterrupted rest periods,

1 and have not been provided a rest period for every four (4) hours or major fraction thereof
2 worked per day, and were not provided compensation of one hour's pay for each day on
3 which such rest period was not provided;

4 35. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend
5 or modify the class description(s) with greater specificity or further division into subclasses or
6 limitation to particular issues.

7 36. This action has been brought and may be maintained as a class action pursuant to
8 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
9 litigation and because the proposed class is easily ascertained by Defendant's personnel and
10 payroll records.

11 **Numerosity**

12 37. The potential members of the class as defined are so numerous that joinder of all
13 class members is impracticable. While the precise number of the Plaintiff Class is unknown,
14 Plaintiff is informed and believes that Defendant has employed more than fifty (50) employees
15 during the Class Period.

16 **Commonality**

17 38. There are common questions of law and fact arising out of Defendants' conduct,
18 as described herein, including, but not limited to:

- 19 a. Whether Defendants failed to pay all wages, including minimum, overtime, and
20 double time wages earned and due to Plaintiff and Class Members;
- 21 b. Whether Defendants failed, and continue to fail, to provide compliant meal periods
22 to Plaintiff and Class Members;
- 23 c. Whether Defendants failed, and continue to fail, to authorize and permit Plaintiff
24 and Class Members to take rest periods;
- 25 d. Whether Defendants failed, and continue to fail, to provide Plaintiff and Class
26 Members wage statements containing all information required by Labor Code
27 section 226(a);
- 28 e. Whether Defendants failed, and continue to fail, to reimburse Plaintiff and Class

Members for necessary business expenditures;

f. Whether Defendants failed to pay Plaintiff and Class Members all wages earned during the course of their employment upon separation; and

g. Whether Defendants engaged in unfair or unlawful business practices.

Typicality

39. The claims of the Plaintiff are typical of the claims of the Class, all of whom have incurred and/or will incur damages, as a result of Defendants' common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendants subjected all of its non-exempt employees to the identical violations of the California Industrial Welfare Commission Wage Orders, California Code of Regulations, California Labor Code, and California Business & Professions Code.

Adequacy of Representation

40. The Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's attorneys are competent, well-versed, and experienced in litigating employment class actions and other complex litigation matters.

Superiority

41. Under the facts and circumstances set forth above, a class action is superior to any other method available for both the fair and efficient adjudication of the rights of each Class Member. Joinder of individual and relatively small claims of Class Members is not practical, and if each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees fearful of retaliation and permanent damage to their careers at present and/or subsequent employment. Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual Class Members against Defendants herein further support class certification.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES**

3 **(Labor Code §§ 204, 510, 1182.12, 1194, 1194.2)**

4 **(Plaintiff Against All Defendants)**

5 42. Plaintiff realleges and incorporates by reference all preceding paragraphs as
6 though fully set forth herein.

7 43. Pursuant to Labor Code § 1182.12, notwithstanding any other provision of the
8 Labor Code, hourly minimum wage rates are set for all industries according to statute. Labor Code
9 section 1194 requires that employers pay employees no less than minimum wage for each hour
10 worked.

11 44. Labor Code section 510, subdivision (a), mandates that any work in excess of eight
12 (8) hours in a workday and any work in excess of forty (40) hours in a workweek be compensated
13 at a rate of no less than one and one-half times the regular rate of pay. Also, that any work in
14 excess of twelve (12) hours in a workday be compensated at a rate twice the regular rate of pay.

15 45. Defendants required Plaintiff and Class Members to arrive ten minutes early due
16 to the security check Plaintiff and Class Members were required to go through before their shift.
17 Thus, Defendants failed to compensate Plaintiff and Class Members for the time spent going
18 through security check.

19 46. Pursuant to Labor Code sections 1194, subdivision (a), and 1194.2, an employee
20 receiving less than the legal minimum wage or overtime wage is entitled to recover in a civil
21 action the amount of unpaid wages, attorney fees, costs of suit, and liquidated damages in an
22 amount equal to the unlawfully unpaid wages and interest thereon.

23 47. Pursuant to Labor Code sections 510, 1182.12, and 1194, the Plaintiff Class seeks
24 the payment of all minimum, overtime, and double time wages which they earned and accrued
25 four (4) years prior to filing this complaint, according to proof.

26 48. Additionally, Plaintiff and Plaintiff Class are entitled to liquidated damages
27 pursuant to Labor Code section 1194.2, attorney fees and costs pursuant to California Labor Code
28 sections 218.5 and 1194, and prejudgment interest.

**FAILURE TO PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU
THEREOF**

(Plaintiff Against All Defendants)

50. Labor Code sections 226.7 and 512, and Industrial Welfare Commission (IWC) Wage Order No. 5–2001, section 11, provide that no employer shall employ any person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday that a required meal period is not provided. Section (A) of IWC Wage Order 5–2001 requires the employer to relieve employees of all duties for meal periods. If an employer fails to relieve employees of all work duties for meal periods, the meal period is considered “on duty” and in order to be legally compliant an employer must establish the criteria for an on-duty meal period.

51. Plaintiff alleges that Defendants failed or refused to provide legally compliant meal periods. Defendants failed to schedule Plaintiff and Class Members in such a manner as to ensure provision of proper meal periods and instructed them to take their first meal period after their sixth (6th) hour of work had already commenced. Further, Defendant failed to relieve Plaintiff and Class Members of all work duties to take their meal periods, requiring them to work through their lunch breaks and not allowing Plaintiff and Class Members to leave the work premises when taking their lunch breaks.

52. Defendants failed to provide premium compensation of one (1) hour of regular pay to Plaintiff and Class Members for their missed, short, or late meal periods as required by law. As such, Defendants intentionally and improperly denied compliant meal periods to Plaintiff and Class Members in violation of Labor Code sections 226.7 and 512 and IWC Wage Order No. 5–

1 2001.

2 53. At all times relevant hereto, Plaintiff and Class Members worked more than five
3 (5) hours in a workday. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class are
4 entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for
5 each missed or untimely meal period, in an amount according to proof at trial.

6 54. Pursuant to Labor Code section 226.7, Plaintiff individually, and on behalf of the
7 Plaintiff Class, requests recovery of meal period compensation which they are owed beginning
8 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
9 against the Defendants in a sum as provided by law. Pursuant to Labor Code section 218.5, Code
10 of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court
11 award reasonable attorney fees and costs incurred by them in this action.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS OR PREMIUM COMPENSATION IN LIEU**

14 **THEREOF**

15 **(Labor Code § 226.7)**

16 **(Plaintiff Against All Defendants)**

17 55. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
18 fully set forth herein.

19 56. Labor Code section 226.7 and IWC Wage Order No. 5–2001, section 12, require
20 that employers allow all employees a ten (10) minute rest period for every four (4) hours worked,
21 or major fraction thereof. Further, when an employer fails to provide an employee with required
22 rest periods, the employer must pay the employee one (1) hour of pay at the employee’s regular
23 rate of pay for each workday that at a required rest period is not provided.

24 57. Plaintiff alleges that Defendants failed or refused to provide legally compliant rest
25 periods. Defendants failed to schedule Plaintiff and Class Members in such a manner as to ensure
26 provision of proper rest periods and make available rest periods and failed to relieve employees
27 from all work duties thereby preventing employees from taking the requisite rest periods. Thus,
28 Defendants denied Plaintiff and Class Members their lawfully required rest periods resulting in

1 Plaintiff and Class Members being forced to work during rest periods and forego them altogether.

2 58. Further, Defendants failed to provide premium compensation of one (1) hour of
3 regular pay to Plaintiff and Class Members for each day a rest period was missed as required by
4 law. As such, Defendants intentionally and improperly denied rest periods to Plaintiff and Class
5 Members in violation of Labor Code section 226.7 and IWC Wage Order No. 5–2001.

6 59. Throughout the class period, Plaintiff and Plaintiff Class worked more than three
7 and one-half (3 ½) hours per shift with no rest breaks. Pursuant to Labor Code section 226.7,
8 Plaintiff and Plaintiff Class are entitled to damages in the amount equal to one (1) hour of wages
9 at their regular rate of pay for each workday in which a rest period was missed, in an amount
10 according to proof at trial.

11 60. Pursuant to Labor Code section 226.7, Plaintiff individually, and on behalf of the
12 Plaintiff Class, requests recovery of rest period compensation which they are owed beginning
13 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
14 against the Defendants in a sum as provided by law. Pursuant to Labor Code section 218.5, Code
15 of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court
16 award reasonable attorney fees and costs incurred by them in this action.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

19 **(Labor Code § 226)**

20 **(Plaintiff Against All Defendants)**

21 61. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
22 fully set forth herein.

23 62. Labor Code section 226, subdivision (a), requires that “at the time of each payment
24 of wages,” employers furnish employees with “an accurate itemized statement” that includes,
25 inter alia, gross wages earned, total hours worked, net wages earned, and all applicable hourly
26 rates in effect during the pay period and the corresponding number of hours worked at each hourly
27 rate.

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63. Defendants knowingly and intentionally failed to provide Plaintiff and Class Members wage statements in compliance with Labor Code section 226, because said statements contained inaccurate gross wages earned, an inaccurate number of total hours worked, inaccurate net wages earned, and an inaccurate number of hours worked at each hourly rate.

64. As discussed above, Plaintiff and Class Members were required to take their meal periods late, cut them short, and/or work through them. Plaintiff and Class Members were also not authorized and permitted to take complaint rest periods, entitling them to premium compensation which was missing from their wage statements. Defendants further deducted thirty (30) minute meal periods each workday even though Plaintiff and Class Members were not relieved of all work duties during meal periods and were required to perform work duties during meal periods.

65. Consequently, Plaintiff and Class Members' wage statements reflected an inaccurate number of total hours worked, an inaccurate number of hours worked at each hourly rate, and inaccurate gross and net wages earned.

66. Pursuant to Labor Code section 226, subsection ©(2)(A)(B), "[a]n employee is deemed to suffer injury ... if the employer fails to provide a wage statement [and] an employee is deemed to suffer injury if the employer failed to provide accurate and complete information as required." Labor Code section 226, subdivision ©(1), provides that employees suffering injury as a result of the employers failure to comply with section 226, subsection (a), are "entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees."

67. Because Defendants furnished inaccurate and incomplete wage statements, Plaintiff and Class Members are entitled to penalties, attorney fees, and costs pursuant to Labor Code sections 2699, subdivisions (f)(2) and (g)(1), and section 226, subdivision ©(1), and prejudgment interest.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

3 **(Labor Code § 2802)**

4 **(Plaintiff Against All Defendants)**

5 68. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
6 fully set forth herein.

7 69. Labor Code section 2802, subdivision (a) provides that “[a]n employer shall
8 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
9 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
10 directions of the employer.”

11 70. Defendants required Plaintiff and Class Members to maintain and wash their work
12 uniforms on their own time and at their own expense. Defendants failed or refused to reimburse
13 Plaintiff and Class Members for the time and cost of maintaining and washing their work uniforms.

14 71. Plaintiff individually, and on behalf of Plaintiff Class, requests reimbursement for
15 necessary business expenditures, as well as attorney fees and costs, any assessment of civil
16 penalties, and prejudgment interest in a sum provided by law pursuant to Labor Code section
17 2802, subdivisions (b), (c), and (d).

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

20 **(Labor Code § 201–203)**

21 **(Plaintiff Against All Defendants)**

22 72. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
23 fully set forth herein.

24 73. At the time that Plaintiff and any of the Class Members’ employment ended, they
25 were entitled to timely compensation of regular, overtime, and double time wages for all hours
26 worked, premium compensation for all missed meal and rest periods, and reimbursement for
27 necessary business expenditures.

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1 74. At the cessation of Plaintiff and certain Class Members’ employment, Defendants
2 failed or refused to compensate Plaintiff and certain Class Members for all hours worked, any
3 missed meal or rest periods, and necessary business expenditures.

4 75. Pursuant to Labor Code section 203 subdivision (a), “If an employer willfully fails
5 to pay...any wages of an employee who is discharged or who quits, the wages of the employee
6 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
7 therefor is commenced; but the wages shall not continue for more than 30 days.”

8 76. Plaintiff and members of the Plaintiff Class whose employment was terminated
9 within four (4) years prior to the filing of this complaint are entitled to thirty (30) days of pay at
10 their regular hourly rate as waiting time penalties.

11 77. Plaintiff individually, and on behalf of the Plaintiff Class, requests compensation
12 for all wages owed, as well as the assessment of any civil penalties in a sum provided by law
13 pursuant to Labor Code sections 201, subdivision (a), and 203, subdivisions (a) and (b).

14 **SEVENTH CAUSE OF ACTION**

15 **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

16 **(Business and Professions Code §§ 17200 et seq.)**

17 **(Plaintiff Against All Defendants)**

18 78. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
19 fully set forth herein.

20 79. Business and Professions Code section 17200 prohibits unfair competition by way
21 of unlawful, unfair, or fraudulent business acts or practices. Business and Professions Code
22 section 17204 allows “a person who has suffered injury in fact and has lost money or property as
23 a result of the unfair competition” to prosecute a civil action for violation of the Business and
24 Professions Code.

25 80. Pursuant to Labor Code section 90.5, subdivision (a), it is the policy of California
26 to “vigorously enforce minimum labor standards in order to ensure employees are not required or
27 permitted to work under substandard unlawful conditions ... and to protect employers who
28 comply with the law from those who attempt to gain a competitive advantage at the expense of

1 their workers by failing to comply with minimum labor standards.”

2 81. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)
3 years prior to the filing of this complaint, Defendants have committed acts of unfair competition
4 as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and
5 fraudulent business practices and acts described in this complaint, including, but not limited to,
6 violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2,
7 and the provisions of IWC Wage Order 5–2001.

8 82. The violations of these laws and regulations, as well as of fundamental California
9 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
10 Business and Professions Code sections 17200 et seq.

11 83. As a result of these unlawful, unfair, and fraudulent business practices, Plaintiff,
12 on information and belief, alleges that Defendants are able to unfairly compete with, and gained
13 an unfair advantage over, other comparable companies in the State of California in violation of
14 Business and Professions Codes 17200 et seq.

15 84. Plaintiff is informed and believes, and thereon alleges, that Defendants performed
16 the unlawful, unfair, and fraudulent business practices with the intent of gaining an unfair
17 competitive advantage and thereby injuring Plaintiff, Class Members, competing fast food
18 restaurants in the State of California, and the general public.

19 85. Plaintiff’s success in this action will enforce important rights affecting the public
20 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
21 of herself.

22 86. Business and Professions Code sections 17203 provides that “[t]he court may
23 make such orders or judgments ... as may be necessary to prevent the use or employment by any
24 person of any practice which constitutes unfair competition.” Injunctive relief is necessary and
25 appropriate to prevent Defendants from repeating their unlawful, unfair, and fraudulent business
26 acts and practices alleged above.

27 87. Business and Professions Code section 17203 provides that the Court may “restore
28 to any person in interest any money or property... which may have been acquired by means of

1 such unfair competition.” Plaintiff and Plaintiff Class are entitled to restitution pursuant to
2 Business and Professions Code section 17203 for wages and payments unlawfully withheld from
3 employees, including the fair value of the meal and rest periods and other losses alleged herein,
4 during the four-year period prior to the filing of this complaint. All remedies are cumulative
5 pursuant to Business and Professions Code section 17205.

6 88. Business and Professions Code section 17202 provides: “Notwithstanding section
7 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
8 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Plaintiff Class are entitled
9 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
10 Professions Code section 17202.

11 89. Plaintiff requests injunctive relief pursuant to Business and Professions Code
12 section 17203 to enjoin Defendants from continuing the unfair and unlawful business practices
13 alleged herein.

14 90. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is
15 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
16 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to
17 pay attorney fees from the recovery in this action. Attorney fees are appropriate pursuant to Code
18 of Civil Procedure section 1021.5 and others.

19 **EIGHTH CAUSE OF ACTION**

20 **VIOLATION OF CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004**

21 **(Cal. Labor Code §§ 2698 et. seq)**

22 **(Plaintiff Against All Defendants)**

23 91. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
24 fully set forth herein.

25 92. Plaintiff Martinez seeks recovery of penalties under the Labor Code Private
26 Attorney General Act of 2004 (“PAGA”), Labor Code sections 2698 et seq. Pursuant to Labor
27 Code section 2699.3, subdivision (a)(1). On December 8, 2024 Plaintiff Martinez gave written
28 notice to the LWDA and Defendant of the specified provisions alleged to have been violated,

1 including the facts and theories to support the alleged violations, as required by Labor Code
2 section 2699.3. A true and correct copy of Plaintiff Martinez's notice is attached hereto as
3 **Exhibit A.**

4 93. The Labor and Workforce Development Agency has not provided Plaintiff with
5 any notice that it intends to investigate the alleged violations, and more than 65 calendar days
6 have elapsed since the postmark date on Plaintiff's notice.

7 94. Pursuant to Labor Code section 2699, subdivision (l)(1), Plaintiff will within ten
8 days of the filing of this complaint, provide the LWDA with a file-stamped copy of this complaint.

9 95. Plaintiff has therefore exhausted the administrative requirements.

10 96. PAGA permits an "aggrieved employee" to recover penalties on behalf of
11 himself/herself and other employees subject to violations of the Labor Code.

12 97. Section 2699, subdivision (f) of the Labor Code provides for civil penalties for
13 violations of the California Labor Code, for which a specific civil penalty is not provided, which
14 here includes, inter alia, sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174,
15 1174.5, 1194, 1194.2, 1197 and 2802, and the applicable Wage Order.

16 98. Plaintiff is informed and believe Defendant at all relevant times employed one or
17 more employees.

18 99. For those code sections that provide for the recovery of civil penalties, Plaintiff
19 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
20 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one
21 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
22 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
23 subsequent violation pursuant to Labor Code section 2699, subdivision (f). The "initial violation"
24 occurs during the first pay period following notice of such violations served on Defendant through
25 the letter to the LWDA.

26 100. Section 2699, subdivision (a) provides that civil penalties may be "recovered
27 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
28 current or former employees." (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g)

provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorneys' fees and cost.

101. The State of California, Plaintiff and aggrieved employees are, therefore, entitled to civil penalties, attorneys' fees and costs, according to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. The Court appoint Plaintiff as Class Representative;
3. The Court appoint Mahoney Law Group, APC as class counsel;
4. For compensatory and statutory damages;
5. For restitution of all monies due to Plaintiff and Plaintiff Class from the unlawful and unfair business practices of Defendants;
6. For injunctive relief;
7. For statutory and civil penalties according to proof;
8. For reasonable attorney fees and costs pursuant to Labor Code section 226, subdivision (e), section 218.5, 2802(c), and section 1194; Code of Civil Procedure section 1021.5, and other applicable laws and statutes;
9. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA; and
10. That the Court award such other and further relief as this Court may deem appropriate.

Dated: May 8, 2024

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorneys for Plaintiff ANA MARTINEZ

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Dated: May 8, 2024



Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorneys for Plaintiff ANA MARTINEZ

EXHIBIT A



Berkeh Alemzadeh, Esq.
562.590.5550 phone
562.590.8400 facsimile
balem@mahoney-law.net

December 13, 2023

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Cert. No. 7021 0950 0000 9825 1139

Return Receipt Requested

SV WTX, LLC
1530 S. Disneyland Drive
Anaheim, CA 92802

VIA CERTIFIED MAIL

Cert. No. 7021 0950 0000 9825 1122

Return Receipt Requested

1505 Corporation - CT Corp System – Agent for Service
330 N. Brand Blvd.
Glendale, CA 91203

Re: *Ana Martinez v. SV WTX, LLC.*

**AMENDED* NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; SV WTX, LLC

From: Ana Martinez, on behalf of herself and other aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ms. Martinez ("Ms. Martinez" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

SV WTX, LLC, a California limited liability company (hereinafter "Employer" or "SV WTX") operates restaurants and bowling alleys throughout the state of California, including

Orange County. Ms. Martinez began her employment with Employer on or around January 20, 2023, as an hourly, non-exempt employee, where she remained employed until May 27, 2023.

Ms. Martinez alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 by failing to provide Ms. Martinez and all other Aggrieved Employees with meal and rest periods or premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, failing to provide all wages earned at end of employment, and for failing to reimburse for necessary business expenditures.

Ms. Martinez and similarly Aggrieved Employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the Liability Period of one (1) year plus sixty-five (65) days prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer Failed to Provide Ms. Martinez and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Ms. Martinez alleges that she and other Aggrieved Employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts, understaffing, as well as Employer's work demands. Ms. Martinez and other Aggrieved Employees allege that they did not always receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second (2nd) meal period before the start of the eleventh (11th) hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) When employees failed to receive their meal break, they did not always receive premium pay as compensation for the missed meal break.

Ms. Martinez further alleges that she and other Aggrieved Employees often did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Ms. Martinez and other Aggrieved Employees were generally precluded from taking rest periods due to Employers' failure to sufficiently staff shifts to provide relief and thereby allow Ms. Martinez and other Aggrieved Employees the opportunity to take rest breaks. Further, Ms. Martinez and other Aggrieved Employees' rest periods were regularly interrupted so they could attend to Employer's patrons. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and IWC Wage Order 10-2001.

B. Employer Failed to Pay Ms. Martinez and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Ms. Martinez and other Aggrieved Employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer failed to pay Ms. Martinez and other Aggrieved Employees, for all hours worked during meal and

rest breaks. In fact, Employer required Ms. Martinez and other Aggrieved Employees to work through their meal periods and prevented them from taking timely and uninterrupted meal and rest periods due to work demands. When Ms. Martinez and other Aggrieved Employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed rest periods. Ms. Martinez and other Aggrieved Employees were not compensated with premium pay for every meal and rest period that was not timely provided or interrupted. Employer instituted a practice of failing to record all hours that Ms. Martinez and other Aggrieved Employees were subjected to Employer's control in an effort to cut costs and gain an unfair advantage over the similar businesses thus harming Ms. Martinez and other Aggrieved Employees.

Additionally, Employer required Ms. Martinez and other Aggrieved Employees to routinely work off the clock. Specifically, Ms. Martinez and other Aggrieved Employees were required to go through security checks prior to the start of their shift/ at the end of their shift after clocking out, to check their badges as well as their belongings. This procedure would take anywhere from two (2) minutes to (10) minutes. However, Employer failed to compensate Ms. Martinez and other Aggrieved Employees for the time spent going through Employer's daily security check. As a result, Employer failed to compensate Ms. Martinez and Aggrieved Employees for all hours worked in violation of California Labor Code §§ 510 (a) and 1194. Employer's policies render this policy a necessity for its business as employees were not permitted to enter unless they went through the security checks.

In California, "hours worked" means "the time during which an employee is subject to the control of the employer and includes all time the employee is suffered or permitted to work, whether or not required to do so. IWC Wage Order 10-2001. An employee is suffered or permitted to work if the work was performed with the knowledge of the employer. This includes work that was performed that the employer knew or should have known about. *Dynamex Operations W. v. Superior Court* (2018) 4 Cal.5th 903, 921, reh'g denied (June 20, 2018); see also *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575 (wherein employer directed employees to ride a designated bus to work area and forbid the use of personal cars to arrive at work area). Employers must pay employees for time spent putting on and taking off mandated uniforms when such time is "compelled by necessities of the employer. See *Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 847.

There is no doubt that Employer controlled Martinez and other Aggrieved Employees at the time that Employer required Martinez and other Aggrieved Employees, to go through a security check prior to clocking in at work, after clocking out at the end of their shift, as the policy threatens discipline should Martinez and other Aggrieved Employees not abide by the policy.

Further, to the extent that Ms. Ms. Martinez and other Aggrieved Employees worked shifts of at least eight (8) hours per day, or forty (40) hours per week, all unpaid wages described above in excess of the hours specified herein were required to be compensated at a rate of at least one-and-a-half (1.5) times each employee's base rate of pay. To the extent such hours exceeded twelve (12) hours in one day or eight (8) hours on the seventh (7th) consecutive day worked, such hours were required to be compensated at a rate of at least two (2) times each employee's base rate of pay.

Given the aforementioned, Employer's conduct is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194, and IWC Wage Order 10-2001.

C. Employer Failed to Provide Ms. Martinez and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law

By failing to include on Ms. Martinez' and other Aggrieved Employees' pay stubs all meal and rest break premium earned per pay period, reimbursement for all necessary business expenditures, wages and full compensation for all regular hours and overtime hours worked, including but not limited to going through mandated security checks, total ours worked, number of hours worked at each hourly rate, the correct overtime rate, gross and net wages earned as well as failing to include Employer's principle place of business, Employer failed to keep accurate payroll records and failed to provide Ms. Martinez and other Aggrieved Employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226, 226.3, 1174, 1174.5, and IWC Wage Order 10-2001, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, 203, and 204, and IWC Wage Order 10-2001, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. Employer Failed to compensate Ms. Martinez and Other Aggrieved Employees for All Necessary Business Expenditures Incurred During their Employment

Pursuant to Labor Code section 2802(a) "[a]n employer shall indemnify his or her employee for all necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer..." The purpose of this statute is to "prevent employers from passing their operating expenses on to their employee," *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal 4th 554, 562 (2007) (quoting legislative history from the 2000 amendment to the statute). Under Labor Code section 2802, "necessary" is defined to include all "reasonable" expenses.

The employer's obligation to reimburse business related expense arises when the employer "knew or should have known: that its employees have incurred business related expenses. *Stuart v. RadioShack Corp.*, 641 F. Supp. 2d 901, 903 (N.D. Cal. 2009) (Hon. Edward Chen); *Wilson v. Kiewit Pacific Co.*, 2010 WL 5059522 (N.D. Cl Dec. 6, 2010) (Hon. Susan Illston) (adopting the "knew or should have known standard" standard from RadioShack.)

i. Employer Failed to Reimburse Ms. Martinez and Other Aggrieved Employees for Using Their Personal Cellphones

Under Labor Code section 2802, employers must reimburse employees for required work-related use of personal cellphones – regardless of whether they incur any additional out of pocket expense from that work-related use. *See, Cochran v. Schwan's Home Service, Inc.* 228 Cal App. 4th 1137 (August 12, 2014) (reversing denial of class certification in cell phone reimbursement

class action). *Cochran* held that “[i]f an employee is required to use personal cellphone to carry out work related duties, then he or she is incurring an expense for the purpose of section 2802. It does not matter whether the phone bill is paid for by a third person, or at all...it is irrelevant whether the employee changed plans to accommodate work related cellphone usage...To show liability under section 2802, an employee need only show that he or she was required to use a personal cellphone to carry out work related duties, and he or she was no reimbursed.” *Id.* At 1144-45 (emphasis added.)

Ms. Martinez and other Aggrieved Employees were required to regularly use their personal cellphones to carry out their work-related duties, including, without limitation, communicate with supervisors, as well as send/receive text messages regarding scheduling. However, despite the foregoing, Employer failed to reimburse Ms. Martinez and other Aggrieved Employees with a reasonable percentage of their cellular phone bills.

i. Employer Failed to Reimburse Ms. Martinez and Other Aggrieved Employees for Maintaining their Work Uniforms

Ms. Martinez and other Aggrieved Employees’ appearance was controlled by employer, as they were required to wear uniforms marked with Employer’s Logos. Despite the foregoing, Employer did not maintain Ms. Martinez and other Aggrieved Employees uniforms. On the contrary, Ms. Martinez and other Aggrieved Employees were obligated to bear all costs and expenses associated with the upkeep of their uniforms.

Employer’s failure to provide reimbursement for all necessary business expenditures incurred by Ms. Martinez and other Aggrieved Employees as stated above in direct consequence of their duties to Employer is actionable under PAGA as a violation of Labor Code section 2802, and IWC Wage Order 10-2001.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Martinez becomes aware of additional compensation owed or losses incurred by Ms. Martinez or by any other Aggrieved Employee of the Employer, Ms. Martinez expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

Berkeh Alemzadeh, Esq

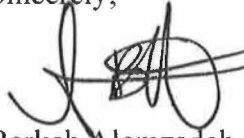
249 E. Ocean Blvd., Suite 814

Telephone: (562) 590-5550

Facsimile: (562) 590-8400

Email: kmahoney@mahoney-law.net

Sincerely,

A handwritten signature in black ink, appearing to be 'Berkeh Alemzadeh', written over a horizontal line.

Berkeh Alemzadeh, Esq.
MAHONEY LAW GROUP, APC