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July 15, 2025

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

Joy Harn
Agent for Service of Process for:
California Commerce Club, Inc.
6131 E. Telegraph Road
Commerce, CA 90040
(Via Certified Mail, Return Receipt Requested)
#9489-0090-0027-6638-7792-15

California Commerce Club, Inc.
Attn: HR/ Legal Dept.
6131 E. Telegraph Road
Commerce, CA 90040
(Via Certified Mail, Return Receipt Requested)
#9489-0090-0027-6638-7792-22

Re: **Andrew Grijalva v. California Commerce Club, Inc.**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Andrew Grijalva to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code¹ section 2699, *et seq.* against Mr. Grijalva's former employer, California Commerce Club, Inc. ("CA Commerce Club" or "Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of Labor Code violations which Mr. Grijalva alleges CA Commerce Club engaged in with respect to Mr. Grijalva and potentially all CA Commerce Club's current and former employees.

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

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

Mr. Grijalva's Employment with CA Commerce Club

CA Commerce Club is a Casino and Hotel. CA Commerce Club owns and operates an industry business, and establishment within the State of California. Therefore, and based on all the facts and circumstances incident

¹ Unless otherwise stated, all references to "Labor Code" are meant to reference the California Labor Code.

to California Commerce Club, Inc.'s business in California, CA Commerce Club is subject to the Labor Code, the Industrial Wage Commission's (IWC) Wage Orders, and the California Business and Professions Code.

Mr. Grijalva is a resident of Los Angeles, California who worked for California Commerce Club, Inc. in Los Angeles County, California, as an hourly-paid, non-exempt employee from approximately September 2021 to September 22, 2024. Mr. Grijalva worked as a Front Desk Agent. Mr. Grijalva primary job function was hotel front desk tasks and casino player enrollment.

During Mr. Grijalva employment with CA Commerce Club, CA Commerce Club paid Mr. Grijalva an hourly wage and classified Mr. Grijalva as non-exempt from overtime. CA Commerce Club typically scheduled Mr. Grijalva to work at least 5 days in a workweek and at least 8 hours per day but Mr. Grijalva also worked more than 8 hours in a workday and more than 40 hours in a workweek.

In performing Mr. Grijalva duties, Mr. Grijalva was regularly required to perform work "off the clock" and without compensation, including but not limited to mandatory trainings. Due to understaffing and high workloads, Mr. Grijalva was also frequently deprived of an opportunity to take legally compliant meal and rest breaks because the few meal and rest breaks Mr. Grijalva took were often missed, cut short, or interrupted.

CA Commerce Club did not provide Mr. Grijalva and Aggrieved Employees with the meal and rest break premiums as required by the Labor Code, and Mr. Grijalva does not recall ever receiving any meal and rest break premiums. Additionally, Mr. Grijalva necessarily incurred business-related expenses, including but not limited to uniforms, required to complete mandatory training on personal cell phone including HR compliance (e.g., sexual harassment training), but CA Commerce Club did not reimburse such business expenses. These are just non-exhaustive examples of the facts and theories Mr. Grijalva asserts, which are later described in more detail.

Throughout Mr. Grijalva employment, CA Commerce Club did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Mr. Grijalva with legally compliant meal periods; (3) authorize and permit Mr. Grijalva to take rest periods; (4) timely pay all final wages to Mr. Grijalva when California Commerce Club, Inc. terminated Mr. Grijalva's employment; (5) furnish accurate wage statements to Mr. Grijalva; and (6) indemnify Mr. Grijalva for business expenditures. As will be further discussed, Mr. Grijalva's experience working for CA Commerce Club was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and including the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation plus their regular wages in amounts specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, CA Commerce Club did not pay Mr. Grijalva and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. At times, CA Commerce Club required Mr. Grijalva and Aggrieved Employees, or some of them, to work “off-the-clock,” uncompensated by, for example, requiring Mr. Grijalva and Aggrieved Employees to perform work during uncompensated meal and rest breaks, and requiring Mr. Grijalva and Aggrieved Employees to perform work before clocking in or after clocking out. As one example, CA Commerce Club required Mr. Grijalva to due to understaffing and training new hires in lieu of taking a meal break. Some of this unpaid work should have been paid at the overtime rate. California Labor Code section 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over 8 hours per day, 40 hours per week, or when employees work up to 8 hours on any seventh day of a workweek. CA Commerce Club failed to properly calculate Mr. Grijalva’s regular rate of pay when paying overtime, by failing to include all compensation in Mr. Grijalva’s overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, [Defendant Short Name] also did not maintain accurate records of the hours Mr. Grijalva and the Aggrieved Employees, or some of them, worked.

As a result, CA Commerce Club is liable to Mr. Grijalva and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, CA Commerce Club at times wrongfully failed to provide Mr. Grijalva and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal break in a manner required by law (and also including but not limited to failing at times to provide Mr. Grijalva and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal breaks). For example, Mr. Grijalva was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks Mr. Grijalva could take were often cut short or interrupted. CA Commerce Club required Mr. Grijalva and others to perform work-related tasks in lieu of taking a meal period, including but not limited to overflow tasks related to understaffing and training new hires.

CA Commerce Club also continued to assert control over Mr. Grijalva and Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal breaks, or by denying Mr. Grijalva and

Aggrieved Employees, or some of them, permission to take a meal break under the conditions required by law, and without properly compensating Mr. Grijalva and Aggrieved Employees, or some of them, for meal breaks that were not provided as required by law. CA Commerce Club also did not inform Mr. Grijalva of Mr. Grijalva's right to, nor permitted Mr. Grijalva to take, all of Mr. Grijalva's second meal breaks when Mr. Grijalva worked at least 10 hours of work in a workday and otherwise unlawfully pressured Mr. Grijalva to waive such breaks. Accordingly, CA Commerce Club at times failed to provide meal breaks to Mr. Grijalva and Aggrieved Employees, or some of them, in compliance with California law.

Mr. Grijalva and the Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. CA Commerce Club, however, at times failed to pay Mr. Grijalva and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Mr. Grijalva does not recall ever receiving any meal and rest break premiums.

Thus, CA Commerce Club [is/are] liable to Mr. Grijalva and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours (*i.e.*, more than 2 hours). Thus, for example, if an employee's work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, CA Commerce Club at times [has/have] wrongfully failed to authorize and permit Mr. Grijalva and Aggrieved Employees, or some of them, to take legally compliant rest breaks in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Mr. Grijalva and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest breaks). CA Commerce Club at times required Mr. Grijalva and Aggrieved Employees, or some of them, to work in excess of 4 consecutive hours a day without CA Commerce Club's authorizing and permitting Mr. Grijalva to take a 10-minute, uninterrupted, duty-free rest period for every 4 hours of work (or major fraction of 4 hours), or without compensating Mr. Grijalva and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, [Defendant] at times continued to assert control over Mr. Grijalva and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest breaks, or at times by denying Mr. Grijalva and Aggrieved Employees, or some of them, permission to take a rest break. For example, at times, it was impossible for Mr. Grijalva and others to take rest breaks due to the employer's request to perform work-related tasks. CA Commerce Club required Mr. Grijalva and others to perform work-related tasks during rest breaks, including but not limited to overflow tasks related to understaffing and training new hires

Accordingly, CA Commerce Club at times failed to authorize and permit Mr. Grijalva and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. [Plaintiff] and Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. CA Commerce Club, however, at times failed to pay Mr. Grijalva and Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest breaks that they were not authorized and permitted to take.

As a result, CA Commerce Club is liable to Mr. Grijalva and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on CA Commerce Club's failure at times to pay Mr. Grijalva and Aggrieved Employees, or some of them, for all wages as discussed above, CA Commerce Club also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, employees were entitled to be paid twice a month at their regular rates, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, CA Commerce Club failed and refused to pay Mr. Grijalva all wages due, and failed to pay those wages twice a month, in that Mr. Grijalva was not paid all wages for all meal periods not provided by CA Commerce Club, all wages for all rest periods not authorized and permitted by CA Commerce Club, and all wages for all hours worked. As a result, CA Commerce Club owes Mr. Grijalva the legally required wages for unpaid wages, and Mr. Grijalva and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, CA Commerce Club is liable to Mr. Grijalva and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Mr. Grijalva seeks penalties under Labor Code section 1174, subdivision (d). Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Order section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

CA Commerce Club, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Mr. Grijalva and Aggrieved Employees, or some of them.

CA Commerce Club's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Mr. Grijalva and Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in CA Commerce Club's records. Therefore, Mr. Grijalva and Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic

enrichment to CA Commerce Club. As a direct result, Mr. Grijalva and Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel CA Commerce Club to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of CA Commerce Club's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Mr. Grijalva and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code section 213, subdivision (d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Mr. Grijalva and many other Aggrieved Employees ended, *i.e.*, was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, CA Commerce Club at times failed, and continue at times to fail, to pay Mr. Grijalva and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving CA Commerce Club's employment. These include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal break premium wages, missed rest break premium wages, and unpaid bonuses related to the player enrollment program. CA Commerce Club also violated, and continue to violate, Labor Code section 213, subdivision (d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Mr. Grijalva recalls that Mr. Grijalva did not receive final wages at the time of discharge, nor within 72 hours of leaving CA Commerce Club's employment.

CA Commerce Club's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Mr. Grijalva and Aggrieved Employees, or some of them, are entitled to recover from CA Commerce Club their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code section 203.

Moreover, CA Commerce Club is liable to Mr. Grijalva and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing 9 pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, 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 the last four digits of their 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. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, CA Commerce Club at times failed, and continues at times to fail, to timely furnish [Plaintiff] and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal breaks that were not provided in accordance with California law, and correct wages for rest breaks that were not authorized and permitted to take in accordance with California law).

Because CA Commerce Club at times violated Labor Code section 226, Mr. Grijalva and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Mr. Grijalva and similarly Aggrieved Employees, or some of them, are entitled to recover from CA Commerce Club the greater of their actual damages caused by [Defendant]'s failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, CA Commerce Club [is/are] liable to Mr. Grijalva and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage Orders, section 7 similarly

requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, CA Commerce Club at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Mr. Grijalva and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, CA Commerce Club at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Mr. Grijalva and Aggrieved Employees, or some of them, by virtue of [Defendant]'s time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. CA Commerce Club failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of CA Commerce Club's failure to relieve Mr. Grijalva and Aggrieved Employees, or some of them, of all duties and CA Commerce Club's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, CA Commerce Club further failed at times, and continue at times to fail, to record the true start and end times of Mr. Grijalva's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, CA Commerce Club further failed at times and continue at times to fail, to record the true start and end times of Mr. Grijalva's and Aggrieved Employees' work shifts, or some of them.

Additionally, CA Commerce Club at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Mr. Grijalva and Aggrieved Employees, or some of them. CA Commerce Club's failure to keep "accurate and complete" payroll records for Mr. Grijalva and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject CA Commerce Club to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.²

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the applicable statute of limitations period, CA Commerce Club at times wrongfully required Mr. Grijalva and Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for CA Commerce Club including but not limited to [list items employees were required to purchase for work]. Mr. Grijalva and Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Mr. Grijalva and Aggrieved Employees, or some of them,

² See Labor Code § 2699, subdivision (f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

incurred substantial expenses as a direct result of performing their job duties for CA Commerce Club but CA Commerce Club failed to indemnify Mr. Grijalva and Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, CA Commerce Club is liable to Mr. Grijalva and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2802 and 2699, subdivision (f)(2) for failing to indemnify Mr. Grijalva and Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

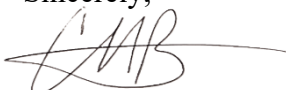
In light of the above, Mr. Grijalva alleges that CA Commerce Club violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages twice per month;
5. Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 1174 by failing at times to keep accurate and complete payroll records; and
9. Labor Code section 2802 by failing at times to indemnify for necessary expenditures;

Therefore, on behalf of potentially Aggrieved Employees, Mr. Grijalva seeks applicable penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Mr. Grijalva has placed CA Commerce Club on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Chumahan Bowen, Esq.
WILSHIRE LAW FIRM, PLC
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