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Attorneys for Plaintiff
RAUL SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAUL SANCHEZ, an individual,

Plaintiff,

vs.

FLEURAMETZ USA LLC, a Delaware corporation; and DOES 1-10, Inclusive,

Defendants.

Case No. 25STCV02720
Hon. Michael Shultz
Dept: 40

FIRST AMENDED COMPLAINT FOR:

(1) FAILURE TO PAY OVERTIME
(2) FAILURE TO PAY MINIMUM WAGES
(3) FAILURE TO PAY COMMISSIONS
(4) FAILURE TO PROVIDE PROPER MEAL PERIODS
(5) FAILURE TO PROVIDE PROPER REST PERIODS
(6) FAILURE TO PROVIDE PROPER WAGE STATEMENTS
(7) FAILURE TO PAY WAGES UPON TERMINATION
(8) VIOLATION OF CALIFORNIA'S WHISTLEBLOWER LAWS
(9) WRONGFUL TERMINATION
(10) UNFAIR COMPETITION
(11) FAILURE TO PROVIDE EMPLOYMENT RECORDS
(12) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

JURY TRIAL DEMANDED

Complaint Filed: January 31, 2025
Trial Date: None set

Plaintiff Raul Sanchez ("Plaintiff") is informed and believes and hereby alleges as follows:

FACTUAL BACKGROUND

1. Plaintiff worked for FleuraMetz USA LLC ("FleuraMetz" or "Defendant") as an Account Manager from January 2024 until he was fired on November 15, 2024. FleuraMetz misclassified Plaintiff as salaried exempt and paid him an annual salary of ***only $48,000,*** which failed to meet the salary threshold test of two times minimum wage (i.e., Aggrieved Employees), which is $66,560 in 2024.[1] In performing his job, Plaintiff often worked more than eight hours per day and more than 40 hours per week, including regularly working shifts of ten (10) hours or more, for which he was ***never*** paid overtime wages. Moreover, because he was incorrectly deemed "salaried," FleuraMetz did not provide him with any designated rest periods or meal periods. As a result, he rarely, if ever took legally compliant rest or meal periods, and he was never paid premium wages for non-compliant meal periods or rest periods.

2. When hiring Plaintiff, FleuraMetz told him that he would be paid a monthly commission of 4.5% on sales of flower and plant products. But FleuraMetz never provided Plaintiff a proper commission agreement pursuant to Labor Code section 2751, i.e., provide a "signed copy" of the commission agreement and receive a "signed receipt" from the employee. During his employment, Plaintiff estimates that he sold over $200,000 in flower and plant products, for which he was ***never*** paid any commissions.

3. Based on the foregoing, FleuraMetz committed an array of wage and hour violations against Plaintiff and others, most of which were a result of FleuraMetz misclassifying Plaintiff (and likely others) as salaried exempt employees, including: (i) failing to pay earned minimum wages, regular wages, and/or overtime wages; (ii) failing to provide compliant off-duty rest periods and/or required premium wages; (iii) failing to provide compliant off-duty rest periods and/or required premium wages; (iv) based on the foregoing violations, willfully furnishing itemized wage statements to Plaintiff that did not accurately state, among other things, gross wages earned, total hours worked, deductions, net wages earned, hourly rates, the number of hours worked, and hourly rates as applied to hours worked; and (vi) failing to timely pay all wages due upon termination and then pay the required "waiting time" penalties.

[1] *See* Cal. Code of Regs., tit. 8, § 11040 (for each exempted category of worker, the employee must earn "a monthly salary equivalent of no less than two (2) times the state minimum wage for full-time employment").

4. Plaintiff inquired and complained about FleuraMetz's illegal conduct, including various wage and hour violations. Plaintiff questioned why he and others were not allowed to take meal periods and rest periods. Plaintiff repeatedly asked FleuraMetz's management why he was not being paid monthly commissions as promised. In response, Plaintiff's supervisor would assert that he would be paid his commissions at the end of the year. Then, on the day he was fired, Plaintiff again asked about his unpaid commissions and was told by FleuraMetz – for the first time – it would not pay him any commissions because he did not hit $500,000 in sales. This was a new and fraudulent condition precedent that FleuraMetz management sought to impose to deny Plaintiff his earned commissions, which was inconsistent with the initial promise that Plaintiff would be paid his commissions on a monthly basis.

5. Soon thereafter, in retaliation for Plaintiff's complaints and in an effort to avoid paying his earned commissions, FleuraMetz terminated Plaintiff's employment based on the pretext that Plaintiff had made a "mistake" that had "cost the company money."

6. Before bringing this lawsuit, Plaintiff's counsel requested in writing (on November 19, 2024) that FleuraMetz provide them a copy of his personnel records pursuant to California Labor Code section 1198.5, any documents he signed pursuant to California Labor Code section 432, and his compensation records pursuant to California Labor Code section 226(b)-(c). More than six months have elapsed since said written request, and FleuraMetz has not provided Plaintiff access to said documents.

PRELIMINARY ALLEGATIONS

7. This Court has jurisdiction over this matter under this Court's general powers granted by statutory law and the California Constitution.

8. Plaintiff RAUL SANCHEZ is, and at relevant times was, an individual domiciled in the State of California and a citizen of the State of California who worked as a non-exempt employee in California.

9. Defendant FLEURAMETZ USA LLC is a Delaware Corporation doing business in Los Angeles, California.

10. Venue is proper because Plaintiff worked for Defendant in Los Angeles California and a substantial portion of the events at issue in this matter occurred within Los Angeles County, California.

11. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

12. At all relevant times, each and every Defendant was acting as an agent and/or employee of each of the other Defendants and was acting within the course and/or scope of said agency and/or employment with the full knowledge and consent of each of the Defendants. Each of the acts and/or omissions complained of herein were alleged and made known to, and ratified by, each of the other Defendants. Defendants FleuraMetz and Doe Defendants are hereafter collectively referred to as "Defendants."

13. At all relevant times, Defendants were, and are, legally responsible for all of the unlawful conduct, policies, practices, acts and omissions complained of herein as the employer of Plaintiff. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat superior*. The conduct of Defendants' managers and supervisors was at all relevant times undertaken as employees of Defendants, acting within the scope of their employment or authority in all of the unlawful activities described herein.

14. Plaintiff gave written notice by certified mail of Defendant's violations of various provisions of the California Labor Code as alleged in this complaint to the Labor and Workforce Development Agency ("LWDA") and Defendant. Plaintiff's notice is attached hereto as **Exhibit A**.

15. The LWDA did not provide notice of its intention to investigate Defendants' violations.

FIRST CAUSE OF ACTION

Failure To Pay Overtime Wages [Lab. Code §§ 510, 558, 1194]

(By Plaintiff Against All Defendants)

16. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

17. Defendants have failed to maintain a policy that compensates Plaintiff and other non-exempt employees for all hours worked, including overtime.

18. Defendants have required Plaintiff to work hours qualifying him for significant overtime compensation but has not paid him overtime compensation. As a result, Plaintiff has been denied "the unpaid balance of the full amount of this . . . overtime compensation" as required by Labor Code section 1194.

19. As a result of these violations and violations of the Labor Code sections 510, 558, 1194, and applicable Industrial Welfare Commission Wage Orders for failure to pay overtime, Plaintiff is entitled to wages, penalties, interest and attorney's fees.

SECOND CAUSE OF ACTION

Failure To Pay Minimum and/or Straight Wages [Lab. Code §§ 204, 1182.12, 1194, 1194.2, 1197, 1197.1]

(By Plaintiff Against All Defendants)

20. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

21. Defendants regularly failed to pay Plaintiff earned minimum wages and straight time wages by, among other things, failing to pay him for work done during meal periods and before and after work shifts as required by Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and applicable wage orders. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

22. As a result of violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, 1199 and applicable wage orders for failure to pay minimum wage, Employer is liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2698 *et seq*.

THIRD CAUSE OF ACTION

Failure To Pay Commissions [Lab. Code §§ 2751, 204, 204.1]

(By Plaintiff Against All Defendants)

23. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

24. "Commission wages are compensation paid to any person for services rendered in the sale of such employer's property or services and based proportionately upon the amount or value

thereof." Cal. Lab. Code § 204.1; *see also* Cal. Lab. Code §§ 200 ("'Wages' includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation"), 2751(c) ("As used in this section, 'commissions' has the meaning set forth in section 204.1."). The California Department of Labor Standards and Enforcement ("DLSE") position is that a commission must be paid in the pay period in which it is earned. California Labor Code section 210 provides for a penalty of $100 per employee for each failure to pay commission wages as required and a penalty of $200 plus 25 percent of the amount unlawfully withheld for each subsequent violation or any intentional or willful violation.

25. As set forth herein, Defendants have regularly failed to pay Plaintiff earned commissions by, among other things, not paying him substantial earned commissions for selling plants and flower products during his employment.

26. Labor Code section 2751 provides that whenever an employer contracts with an employee to payment method "involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid." Cal. Lab. Code § 2751(a)(emphasis added). In addition, "[t]he employer shall give a signed copy of the [commission] contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee."

27. Defendant violated this proscription by failing to provide Plaintiff a ***signed*** written commission agreement sufficient to show how commissions "shall be computed and paid" during his employment.

<u>FOURTH CAUSE OF ACTION</u>

Failure To Provide Proper Meal Periods [Lab. Code §§ 226.7, 512, 1194]

(By Plaintiff Against All Defendants)

28. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

29. For the relevant time period, Defendants were required to provide Plaintiff with meal periods that comply with the California Labor Code and applicable regulations and wage orders, including Labor Code sections 226.7 and 512.

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30. Defendants regularly failed to provide, and in fact denied, Plaintiff with statutorily compliant meal periods. Among other things, Defendants: (i) regularly designed and staffed shifts in a way that did not allow Plaintiff to timely take adequate off-duty meal periods mandated by law, including the requisite second meal period during work shifts; (ii) failed to pay Plaintiff the premium compensation mandated by Labor Code section 226.7; and (iii) discouraged the taking of proper meal breaks via a companywide, systematic policy.

31. Plaintiff is informed and believes and thereon alleges that Defendants willfully failed to pay Plaintiff the proper meal period premium wages for all non-compliant or missed meal periods.

FIFTH CAUSE OF ACTION

Failure To Provide Proper Rest Periods [Lab. Code §§ 226.7, 512, 1194]

(By Plaintiff Against All Defendants)

32. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

33. For the relevant time period, Defendants were required to provide Plaintiff with rest periods that comply with the Labor Code and applicable regulations and Wage Orders, including Labor Code section 226.7.

34. Defendants also regularly failed to compensate Plaintiff at least the minimum wage for time spent on rest breaks in violation of *Vaquero v. Stoneledge Furniture LLC*, 9 Cal.App.5th 98 (2017).

35. Defendants regularly failed to provide, and in fact denied, Plaintiff with statutorily compliant rest periods. Among other things, Defendants: (i) regularly designed and staffed shifts in a way that did not allow Plaintiff to timely take adequate off-duty rest periods mandated by law; (ii) failed to pay Plaintiff the premium compensation mandated by Labor Code section 226.7; and (iii) otherwise deterred and prevented employees from taking paid 10-minute rest breaks as mandated under California law. Plaintiff is informed and believes and thereon alleges that Defendants willfully failed to pay Plaintiff the proper rest period premium wages for all non-compliant or missed rest periods.

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SIXTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements [Labor Code §§ 226, 226.3]

(By Plaintiff Against All Defendants)

36. Plaintiffs incorporate by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

37. California Labor Code section 226(a) sets forth reporting requirements for Employers when they pay wages: "Every Defendants shall . . . at the time of each payment of wages, furnish each of his or her employees . . . an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . (5) net wages earned . . . , 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." Cal. Lab. Code § 226(a). "An employee suffering injury as a result of a knowing and intentional failure by an Defendants to comply with subdivision (a) shall be 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(e)(1). "An employee is deemed to suffer injury for purposes of this subdivision if the Defendants fails to provide accurate and complete information as required by . . . subdivision (a) . . . ."

38. During the relevant time period, Defendants have not furnished Plaintiff with timely itemized wage statements accurately showing, among other things, gross wages earned, total hours worked, net wages earned, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate of Plaintiff.

39. Defendants intentionally failed to furnish Plaintiff accurate wage statements upon each payment of wages, in violation of California Labor Code section 226(a). Plaintiff was injured and damaged by these failures because, among other things, these failures led him to believe he was not entitled to overtime wages or paid premium pay wages for non-compliant meal periods and rest periods, although he was so entitled.

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40. Pursuant to Labor Code sections 204, 218.5, and 226, or other applicable law, Plaintiff is entitled to recover his regular wages, as well as penalties, interest, injunctive relief, costs, and attorneys' fees.

SEVENTH CAUSE OF ACTION

Failure to Pay Wages Upon Termination [Lab. Code §§ 201-203, 227.3, 1199]

(By Plaintiff Against All Defendants)

41. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

42. Labor Code section 201 provides "if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 provides "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting." Labor Code section 208 requires that all final wages be paid to an employee who is terminated at the place of discharge and to an employee who voluntarily resigns at the place where the employee has been working.

43. Defendants have violated Labor Code sections 201 and 202 by willfully failing to timely pay all compensation due and owing to Plaintiff at the time employment was terminated because of, as noted herein, said unpaid overtime wages, regular wages, minimum wages, one-hour penalties for missed, interrupted, or untimely meal periods and rest periods, among others.

44. Labor Code sections 201 and 227.3 require an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge. Labor Code section 202 requires an employer to pay all compensation due and owing to an employee who quits within 72 hours of that employee quitting, unless the employee provides at least 72 hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of work. Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 work days.

45. Defendants willfully failed to pay Plaintiff all compensation due upon termination of employment as required under Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of the Labor Code, Plaintiff is now entitled to recover up to thirty (30) days of wages due to Defendants' willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

EIGHTH CAUSE OF ACTION

Violation Of California's Whistleblower Laws [Lab. Code §§ 1102.5, 98.6]

(By Plaintiff Against All Defendants)

46. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

47. At all relevant times, Labor Code section 1102.5 has precluded, among other things, retaliating "against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, . . . to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to believe that the information discloses a violation or state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties." Cal. Lab. Code 1102.5(b).

48. The protections of section 1102.5 apply to employees. *See e.g., Bennett v. Ranch California Water Dist*., 35 Cal.App.5th 908, 911 (2019). To qualify as "protected activity," an employee need only disclose a suspicion of a potential legal violation that is held in good faith and reasonable, regardless of whether it ultimately proves correct. *See e.g., Diego v. Pilgrim United Church of Christ*, 231 Cal.4th 913, 922 (2014). The disclosure does not need to be the first or only report of suspected illegal activity to qualify as "protected activity." *Hager v. County of Los Angeles*, 228 Cal.4th 1538, 1551-52 (2014); and "protected activity" need not implicate nor concern a violation of public policy. *See Cardenas v. M. Fanaian, D.D.S., Inc*., 194 Cal.Rptr.3d 1, 9-10, review granted and opinion superseded sub nom. *Cardenas v. Fanaian*, 362 P.3d 431 (Cal. 2015), and review dismissed on Feb. 24, 2016.

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49. A qualifying "adverse employment action" is any action or course or pattern of conduct that, taken as a whole, materially and adversely affects the terms, conditions, or privileges of employment. *See Yanowitz v. L'Oreal USA, Inc.*, 36 Cal.4th 1028, 1052-56 (2005). A determination of whether an adverse employment action occurred must "take into consideration the unique circumstances of the affected employee as well as the workplace conduct of the claims." *Whitehall v. County of San Bernardino*, 17 Cal.App.5th 352, 366-67 (2017). Termination of employment plainly constitutes an adverse employment action.

50. Similarly, California Labor Code section 98.6(a) prohibits an employer from discharging, discriminating, retaliating against, or taking any adverse action against any employee who, among other things, "made a written or oral complaint that he or she is owed unpaid wages . . . or because of the exercise by the employee . . . of any rights afforded him or her." (emphasis added). Section 98.6(b) provides that any employee who is discharged, retaliated against, or subject to an adverse action for any conduct delineated in Chapter 4 of the Labor Code [which includes section 98.6(a)] "shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer."

51. Plaintiff complained about, questioned and/or resisted FleuraMetz's wage and hour violations, including his inquiries about his unpaid commissions, why he and others were not allowed to take meal periods and rest periods, and why FleuraMetz was paying certain some employees with cash "under the table."

52. Plaintiff's employment was terminated by Defendants on or about November 15, 2024, in direct retaliation for his actions.

53. As a direct and proximate result of Defendants' illegal termination of Plaintiff's employment, Plaintiff suffered substantial harm. Plaintiff suffered economic and non-economic damages and he continues to suffer humiliation, emotional distress, and mental and physical pain and anguish.

54. Plaintiff has incurred and continues to incur legal expenses and attorney's fees. Pursuant to Labor Code section 1102.5 and/or other applicable law, Plaintiff is entitled to be reimbursed said legal expenses and attorney's fees.

55. Defendants are also liable for a $10,000 per violation penalty pursuant to Labor Code section 1102.5 and/or other applicable law.

56. The acts of Defendants alleged above were done maliciously and/or oppressively. The foregoing acts directed toward Plaintiff were carried out by managerial employees, officers and directors, and were directed and ratified by Defendants, with a conscious disregard of Plaintiff's rights and with the intent to vex, injury, and annoy Plaintiff, such as to constitute oppression, fraud or malice pursuant to California Civil Code section 3294, entitling Plaintiff to punitive damages in an amount appropriate to punish and set an example of said Defendants.

NINTH CAUSE OF ACTION

Wrongful Termination

(By Plaintiff Against All Defendants)

57. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

58. In California, it is well settled that a termination motivated by an employer's intent to avoid paying wages or in retaliation to an employee's reasonable claim for wages (even if mistaken) violates California public policy. *See e.g., Gould v. Maryland Sound Indus., Inc.*, 31 Cal.App.4th 1137, 1148 (1995); *Barbosa v. IMPCO Technologies, Inc*., 179 Cal.App.4th 1116, 1123 (2009); *Vasquez v. Franklin Management Real Estate Fund, Inc.*, 222 Cal.App.4th 819, 830-31 (2013); *Stevenson v. Superior Court*, 16 Cal.4th 880, 909 (1997).

59. In taking the actions set forth above, Defendants wrongfully terminated Plaintiff's employment because he requested that Defendants comply with the California Labor Code.

60. As a direct and proximate result of Defendants' illegal termination of Plaintiff's employment, Plaintiff suffered substantial harm. Plaintiff suffered economic and non-economic damages and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish.

61. The acts of Defendants alleged above were done maliciously and/or oppressively. The foregoing acts directed toward Plaintiff were carried out by managerial employees, officers, and directors, and were directed and ratified by Defendants, with a conscious disregard of Plaintiff's rights

and with the intent to vex, injury, and annoy Plaintiff, such as to constitute oppression, fraud, or malice pursuant to California Civil Code section 3294, entitling Plaintiff to punitive damages in an amount appropriate to punish and set an example of said Defendants.

TENTH CAUSE OF ACTION

Unfair Competition [Bus. & Prof. Code § 17200]

(By Plaintiff Against All Defendants)

62. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

63. Defendants' acts constitute a continuing and ongoing unlawful activity prohibited by the Business and Professions Code section 17200 ("UCL") and justifies the issuance of an injunction, restitution, and other equitable relief pursuant to California Business and Professions Code section 17203.

64. California Labor Code section 90.5 articulates the public policy of California to vigorously enforce minimum labor standards, including the requirements to pay overtime wages pursuant to Labor Code section 510, pay minimum wages pursuant to Labor Code section 1197, provide adequate meal and rest periods pursuant to Labor Code sections 226.7 and 512, and pay employees' work-related expenses pursuant to Labor Code section 2802, among other things.

65. Defendants' conduct directly violates state law, constitutes unfair competition and unlawful and unfair acts and practices within the meaning of the UCL.

66. For the four (4) years preceding this lawsuit, Defendants engaged and continued to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above.

67. Defendants' use of such unlawful and unfair business practices constitutes unfair competition and provides an unfair advantage over their competitors.

68. Defendants' wrongful business practices have caused injury to Plaintiff and others, depriving them of the minimum working standards and conditions due them under California law and the Industrial Welfare Commission wage orders.

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69. Pursuant to section 17203 of the California Business and Professions Code, Plaintiff seeks an order of this court enjoining Defendants from continuing to engage in unlawful, unfair, or deceptive business practices and any other act prohibited by law, including those set forth in the complaint. Plaintiff also seeks an order requiring Defendants to make full restitution of all moneys it wrongfully obtained and withheld from Plaintiff.

ELEVENTH CAUSE OF ACTION

Failure to Provide Employment Records [Lab. Code §§ 1198.5, 226, and 432]

(By Plaintiff Against All Defendants)

70. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

71. Before bringing this lawsuit, Plaintiff's counsel requested in writing (on November 19, 2024) that FleuraMetz provide them a copy of his personnel records pursuant to California Labor Code section 1198.5, any documents he signed pursuant to California Labor Code section 432, and his compensation records pursuant to California Labor Code section 226(b)-(c). On November 25, 2024, FleuraMetz confirmed receipt of Plaintniff's request for his employment and personnel records. However, more than two months have elapsed since said written request, and FleuraMetz has not provided Plaintiff access to said documents in violation of applicable law.

72. Pursuant to Labor Code sections 1198.5(k)-(l) and 226(f)-(h), respectively, Plaintiff brings this action for injunctive relief to obtain compliance these sections, penalties of $750, and to recover costs and reasonable attorneys' fees.

TWELFTH CAUSE OF ACTION

Violation of Private Attorneys General Act [Lab. Code § 2698 *et seq*.]

(By Plaintiff Against All Defendants)

73. Plaintiff incorporates by this reference the relevant allegations contained herein as if fully set forth in this cause of action.

74. Plaintiff is an "Aggrieved Employee" under PAGA, as he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth

herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

75. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

76. Plaintiff seeks civil penalties pursuant to PAGA for Defendants' unlawful wage and hour practices, including but not limited to, as stated herein: (i) failing to pay overtime; (ii) failing to pay minimum wages and straight wages; (iii) failing to provide uninterrupted off-duty meal periods and/or required penalties; (iv) failing to provide uninterrupted off-duty rest periods and/or required penalties; (v) failing to maintain adequate records; (vi) failing to furnish accurate wage statements; and (vii) failing to provide a proper commission agreement and/or pay commissions due and owing.

77. Plaintiff seeks PAGA penalties as forth and allowed under Labor Code section 2699(f) and/or other applicable sections.

78. Labor Code violations alleged in this PAGA action include the following:

a. California Labor Code section 1198 (standard conditions of labor);
b. California Labor Code section 510 (failure to pay overtime/double-time);
c. California Labor Code sections 1194, 1194.2, 1197 and 1197.1 (failure to pay minimum wages);
d. California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums);
e. California Labor Code sections 226.7 (unpaid rest break premiums);
f. California Labor Code sections 204, 210 (payment of wages);
g. California Labor Code sections 1174, Industrial Wage Orders (failure to maintain records);
h. California Labor Code section 558 (failure to comply with requirements regulating hours and days of work);
i. California Labor Code sections 226(a) and 226.3 (non-compliant wage statements);
j. California Labor Code section 203 (waiting-time penalties)

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k. California Labor Code section 2751(a) (failure to provide proper commission agreement);

79. Accordingly, Plaintiff respectfully requests that the Court award judgment and relief in his favor as described herein.

80. Pursuant to section 2699(g) of the Labor Code, or other applicable law, Plaintiff is entitled to recover statutory penalties, interest, injunctive relief, costs, and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment as follows:

1. Applicable statutory and/or civil penalties pursuant to PAGA;
2. Reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g) and other applicable law;
3. Wages, civil penalties, and applicable statutory penalties;
4. General and compensatory damages;
5. Pre-judgment and post-judgment interest;
6. Attorneys' fees and costs reasonably incurred, including without limitation under Labor Code sections 204, 218.5, 226(e), 226(h), 1102.5, 1194(a), 1198.5, and 2802(c);
7. Punitive and/or exemplary damages, if allowed;
8. Equitable relief in the nature of declaratory relief, injunctive relief, and/or restitution as applicable;
9. Such other relief that the Court deems proper.

Dated: October 3, 2025

HARDIN LAW GROUP, APC

By: ______________________

James Hardin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

Dated: October 3, 2025

HARDIN LAW GROUP, APC

By:________________________________

James Hardin
Attorneys for Plaintiff

EXHIBIT A

HARDIN LAW GROUP

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310.606.2122

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jhardin@hardinemploymentlaw.com

January 31, 2025

Via Certified U.S. Mail

California Labor & Workforce
Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(Via Online Submission)

FleuraMetz USA LLC
ATTN: Cogency Global Inc.
1325 J Street, Ste. 1550
Sacramento, CA 95814

FleuraMetz USA LLC
ATTN: Legal Department
7270 NW 12th St #554
Miami, FL 33126

Re: PAGA Notice Pursuant to California Labor Code § 2699: Raul Sanchez v. Employer(s) (FleuraMetz USA LLC)

Dear Sir or Madam:

Please be advised that Raul Sanchez ("Plaintiff" or "Mr. Sanchez") has retained Hardin Law Group, APC to represent him and other aggrieved employees for wage and hour claims against their current and/or former employer FleuraMetz USA LLC and/or any other responsible entities or affiliates, (collectively "Employer"). This notice is being provided via certified mail to the Employer at their principal place of business and agent for service of process (if any) and is being filed with the California Labor and Workforce Development Agency ("LWDA") via the LWDA's electronic filing system under Section 2699.3(b) of the Labor Code. Plaintiff requests that the LWDA regard this Notice as written notice of his intent to seek civil penalties against Employer.

The Employer

Employer owns and operates one or more business locations in California. Employer hired various sales employees ("Aggrieved Employees") to perform services in California who were

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subjected to the violations alleged herein, including those who were misclassified as salaried exempt. Plaintiff is informed and believes that Employer has generally employed more than twenty-five (25) employees working within California.

Employer has violated or caused to be violated several Labor Code provisions and is therefore liable for civil penalties under Labor Code sections 2698-2699.5, *et seq*. Plaintiff respectfully requests that your agency investigate the claims alleged against it herein. This letter will serve as notice of these allegations pursuant to the Private Attorney Generals Act of 2004 ("PAGA"). Cal. Lab. Code § 2699.3.

Factual Background – Plaintiff and Aggrieved Employees

At all relevant times, Plaintiff was an aggrieved employee, as defined in Labor Code section 2699(c) as: "any person who was employed by the alleged violator and against whom one or more violations was committed." Plaintiff seeks recovery for the Labor Code and Wage Order violations set forth herein on behalf of himself and other current and former employees, including but not limited to all similarly situated employees in the State of California within one year of the filing of this Notice and who were subject to the same or similar Labor Code and Wage Order violations as Plaintiff.

First, Employer misclassified Plaintiff and other employees as salaried exempt by failing to meet the salary threshold test of two times minimum wage, which was $66,560 in 2024. Employer paid Mr. Sanchez a salary of only $48,000, failing this threshold requirement. *See* Cal. Code of Regs., tit. 8, § 11040 (for each exempted category of worker, the employee must earn "a monthly salary equivalent of no less than two (2) times the state minimum wage for full-time employment").

Second, Plaintiff and aggrieved employees were not "provided" the requisite 10-minute rest periods because Employer did not schedule nor offer 10-minute rest periods; and it never paid the requisite one-hour wage penalty for such non-compliant rest periods.

Third, Plaintiff and aggrieved employees were not "provided" the requisite 30-minute meal periods for shifts greater than 5 hours; and Employer never paid the requisite one-hour wage penalty for such non-compliant meal periods.

Fourth, Plaintiff and aggrieved employees are owed minimum wages, regular wages, and overtime wages for not being paid for "all time worked" mainly due to Employer misclassifying them as salaried exempt. Plaintiff regularly worked more than eight hours per day, more than forty hours per week, and worked through lunches without ever being paid overtime wages. He also was often not paid regular wages or minimum wages for his work for Employer.

Fifth, Plaintiff and aggrieved employees were not provided signed written commission agreement sufficient to show how commissions "shall be computed and paid" for substantial periods of time during their employment(s), and Employer regularly failed to pay Plaintiff and

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aggrieved employees earned commissions. Employer promised Plaintiff a commission of 4.5% on sales of flower and plant products, but they never provided him a proper written commissions agreement reflecting this and they never paid him any commissions, even though Plaintiff estimates he sold over $200,000 in flower and plant products.

Sixth, Employer violated section Labor Code section 226(a) by willfully failing to furnish Plaintiff and Aggrieved Employees with accurate itemized wage statements on many pay periods, in that the itemized wage statements provided did not accurately state, among other things, gross wages earned, total hours worked, deductions, net wages earned, hourly rates, the number of hours worked, and hourly rates as applied to hours worked.

Seventh, given Employer's wage and hour violations noted herein, Employer failed to pay all wages due to Plaintiff and Aggrieved Employees upon termination.

Thus, at all relevant times, Employer regularly fails to pay and/or provide Plaintiff and Aggrieved Employees: (1) compliant off-duty rest periods and/or required premium wages; (2) compliant off-duty meal periods and/or required premium wages; (3) earned minimum wages, regular wages, and/or overtime wages due; (4) proper and/or accurate wage statements; (5) reimbursement for business expenses such as use of personal cellular phones; (6) all wages due upon termination; (7) the required "waiting time" penalties; and (8) adequate recordkeeping as required by Labor Code.

Labor Code Violations

Misclassification of Employees as Salaried Exempt

Employer misclassified Plaintiff and its other sales representatives, i.e., Aggrieved Employees, as salaried exempt by failing to meet the salary threshold test of two times minimum wage, which was $66,560 in 2024. Employer paid Mr. Sanchez a salary of only $48,000, failing this threshold requirement. See Cal. Code of Regs., tit. 8, § 11040 (for each exempted category of worker, the employee must earn "a monthly salary equivalent of no less than two (2) times the state minimum wage for full-time employment").

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Labor Code section 226.7 and Wage Orders require every California employer to authorize and permit all non-exempt employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours, or a major fraction thereon. Under subdivision (a), an employer shall not require an employee to work during rest periods mandated by state law. Subdivision (c) provides that "[i]f an employer fails to provide an employee a rest period in compliance with an applicable statute, wage order, etc. . . the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest . . . period is not provided."

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Because Employer misclassified Employee and Aggrieved Employees as salaried exempt, Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and Aggrieved Employees with off-duty rest periods as required by California law; (2) provide Plaintiff and Aggrieved Employees with a reasonable opportunity to take compliant rest periods at the appropriate times; and (3) failed to pay Plaintiff and Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late rest period. Among other things, Plaintiff and Aggrieved Employees were regularly not provided compliant rest periods and were not paid an additional hour of pay at their regular rate of for each such rest period.

As a result of Employer's violations of Labor Code sections 226.7, 226.7(b), and 512, Employer is liable for civil penalties pursuant to Labor Code sections 558 and 2698 *et seq*.

<u>Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods</u>

Labor Code section 512 and Wage Orders require every California employer to provide all non-exempt employees a duty-free meal period of not less than 30 minutes, for a work period of more than five (5) hours, "except that if the total work period per day is not more than six (6) hours, the meal period may be waived by mutual consent of the employer and employee. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours work is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Under subdivision (a) of Labor Code section 226.7, an employer shall not require an employee to work during meal periods mandated by state law. Subdivision (c) provides that "[i]f an employer fails to provide an employee a meal . . . period in compliance with an applicable statute, wage order, etc. . . . the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal . . . period is not provided."

Because Employer misclassified Employee and Aggrieved Employees as salaried exempt, Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and Aggrieved Employees with off-duty meal periods as required by California law; (2) provide Plaintiff and Aggrieved Employees with a reasonable opportunity to take compliant meal periods at the appropriate times; and (3) failed to pay Plaintiff and Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late meal period. Among other things, Plaintiff and Aggrieved Employees were regularly not provided compliant meal periods and were not paid an additional hour of pay at their regular rate of for each such meal period.

As a result of Employer's violations of Labor Code sections 226.7, 226.7(b), 512, and 1198, Employer is liable for civil penalties pursuant to Labor Code sections 558 and 2698 *et seq*.

<u>Unlawful Failure to Pay Minimum Wages, Regular Wages, and Overtime Wages</u>

Because Employer misclassified Employee and Aggrieved Employees as salaried exempt, Employee and Aggrieved Employees are owed minimum wages, regular wages, and overtime wages for not being paid for "all time worked." Employee and Aggrieved Employees regularly worked more than eight hours per day, more than forty hours per week, and worked through lunches without ever being paid overtime wages. Employee and Aggrieved Employees were often not paid regular wages or minimum wages for their work at Employer.

As a result of violations of the Labor Code sections 510, 1194, and applicable Wage Orders for failure to pay overtime, Employer is liable for civil penalties pursuant to Labor Code sections 558 and 2699 *et seq*. Employer has also failed to compensate Plaintiff and Aggrieved Employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code sections 1182.12, 1194, 1197, 1197.1, and applicable Wage Orders. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. As a result of violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198 and applicable Wage Orders for failure to pay minimum wage, Employer is liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699 *et seq*.

Unlawful Failure to Provide Proper Commission Agreement

Labor Code section 2751 provides that whenever an employer contracts with an employee to payment method "involves commissions, the contract shall be in writing and shall set forth the method by which the commissions ***shall be computed and paid***." Cal. Lab. Code § 2751(a)(emphasis added). In addition, "[t]he employer shall give a signed copy of the [commission] contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee."

Here, Employer violated the above by failing to provide Plaintiff and Aggrieved Employees a signed written commission agreement sufficient to show how commissions "shall be computed and paid" for a substantial period of time during the employment(s) of Plaintiff and Aggrieved Employees.

Unlawful Failure to Pay Earned Commissions

"Commission wages are compensation paid to any person for services rendered in the sale of such employer's property or services and based proportionately upon the amount or value thereof." Cal. Lab. Code § 204.1; *see also* Cal. Lab. Code § 2751(c) ("As used in this section, 'commissions' has the meaning set forth in section 204.1."). The position of the California Department of Labor Standards and Enforcement is that a commission must be paid in the pay period in which it is earned. Labor Code section 210 provides for a penalty of $100 per employee for each failure to pay commission wages as required and a penalty of $200 plus 25 percent of the amount unlawfully withheld for each subsequent violation or any intentional or willful violation.

Here, Employer has regularly failed to pay Plaintiff and Aggrieved Employee earned commissions by, among other things, not paying them commissions earned on sales, deals, jobs, and/or projects, paying them less than the agreed upon commission percentages or amounts,

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applying improper and not agreed upon deductions from the commissions paid, and paying certain commissions late and/or not in the pay period(s) earned.

Unlawful Failure to Furnish Accurate Wage Statements

Labor Code section 226 requires an employer to provide employees with accurate itemized wage statements showing (1) gross wages earned, (2) total hours worked by an non-exempt employee, (3) piece rates, if applicable, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is being paid, (7) the name of the employee and his or her social security number or identification number, (8) the name and address of the legal entity that is the employer, and (9) all hourly rates in effect and the corresponding number of hours worked. In addition, any payment made in cash must be accompanied by an itemized wage statement that meets the conditions set forth above. Wage Order 5, section 7(B) requires an employer to provide the same information.

Labor Code 226.3 provides that "any employer who violates subdivision (a) of section 226 shall be subject to a civil penalty in the amount of two-hundred and fifty dollars ($250) per employee per violation in an initial citation, and one-thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records in subdivision (a) of section 226. The penalties provided for in this section are in addition to any other penalty provided by law."

Employer has violated Labor Code section 226(a) by willfully failing to furnish Plaintiff and Aggrieved Employees with any itemized statements on many pay periods, and on other pay periods the itemized wage statements provided did not accurately state, among other things, gross wages earned, total hours worked, deductions, net wages earned, hourly rates and number of hours worked, and the legal entity that is the employer. As a result of violations of Labor Code section 226(a), Employers are liable for civil penalties pursuant to Labor Code sections 226.3 and 2698 *et seq*.

Unlawful Failure to Timely Pay Wages Owed Including those Due Upon Termination

Labor Code section 201 provides "if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 provides "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting." Labor Code section 208 requires that all final wages be paid to an employee who is terminated at the place of discharge and to an employee who voluntarily resigns at the place where the employee has been working.

Employer has violated Labor Code sections 201 and 202 by willfully failing to timely pay all compensation due and owing to Plaintiff and all former Aggrieved Employees at the time employment was terminated because of, as noted herein, said unpaid vacation/PTO wages, one-

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hour penalties for missed, interrupted, or untimely meal periods and rest periods, among others. Labor Code sections 201 and 227.3 require an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge. Labor Code section 202 requires an employer to pay all compensation due and owing to an employee who quits within 72 hours of that employee quitting, unless the employee provides at least 72-hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of work. Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 workdays.

Pursuant to Labor Code section 1199, "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars ($100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission."

Employer willfully failed to pay Aggrieved Employees no longer employed by it all compensation due upon termination of employment as required under Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of the Labor Code, Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days of wages due to Employer's willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. In addition, because Employer violated Labor Code sections 201, 202, and 203, Employer is liable for civil penalties pursuant to Labor Code section 2699 *et seq*.

Unlawful Violation of Labor Code Section 1199

Under Labor Code sections 1199(a) and (c) and 2699.5 *et seq*., an employer who "requires or causes an employee to work for longer hours than those fixed" or "violates or refuses or neglects to comply with any provision of" the Labor Code regarding employees' wages, hours, and working conditions is subject to PAGA penalties. Employers have violated the Labor Code in various ways set forth herein.

Unlawful Failure to Maintain Adequate Records

Labor Code section 1174 states, in pertinent part, that "[e]very person employee labor in this state shall . . . (c) Keep a record showing the names and addresses of all employees employed . . . [and] (d) Keep, at a central location in the state . . . or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to . . . employees employed at the respective . . . establishments. These records shall be kept . . . in a file for not less than three years. . . Likewise, Wage Order 5, section 7 requires that "(A) [e]very employer shall keep accurate information with respect to each employee including the following:

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(1) the full name, home address, occupation and social security number (2) Birth date . . . (3) Time records showing when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked shall also be recorded . . . (5) Total hours worked in the payroll period and the applicable rates of pay. This information shall be made readily available to the employee upon reasonable request . . . ." In addition, Labor Code section 353 also requires employers to keep accurate records of all gratuities or tips they receive, directly or indirectly, which may not be collected by "managers" or owners under Labor Code section 351. Labor Code section 1174.5 provides that "any person employing labor who willfully fails to maintain the records required under subdivision (c) of section 1174 or accurate or complete records required by subdivision (d) of section 1174 . . . shall be subject to a civil penalty of five hundred dollars ($500). Subdivision (d) of section 1174.5 states that "[a]ny person, or officer or agent thereof, is guilty of a misdemeanor who fails to keep any of the records required by section 1174.

For the reasons and bases noted here, Employer has, among other things, willfully failed to maintain adequate records regarding Plaintiff and Aggrieved Employees.

Conclusion

Based on the above, Employer is in violation of California Labor Code section 2699.5 including but limited to the following[1]:

1. California Labor Code § 2751 (commission agreements);
2. California Labor Code §§ 226(a) and 226.3 (non-compliant wage statements);
3. California Labor Code § 1198 (standard conditions of labor);
4. California Labor Code § 510 (failure to pay overtime/doubletime);
5. California Labor Code §§ 201, 202 and 203 (wages not timely paid upon termination);

---

[1] Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each of the following that are applicable, as is set forth in Labor Code Section 2699.5, which states:

> The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202,203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (I), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

6. California Labor Code § 226.7 (unpaid rest break premiums);
7. California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums);
8. California Labor Code §§ 204 and 210 (payment of wages);
9. California Labor Code § 1174, Industrial Wage Orders (failure to maintain records);
10. California Labor Code § 558 (failure to comply with requirements regulating hours and days of work); and
11. California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (unpaid minimum wages).

Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provision. Alternatively, Plaintiff requests the agency inform them if it does not intend to investigate these violations so that he may include in their lawsuit the violations discussed in this letter.

Very truly yours,

HARDIN LAW GROUP, APC
A Professional Corporation

James B. Hardin

JBH/br

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2901 W. Coast Highway, Suite 200, Newport Beach, CA 92663.

On October 3, 2025, I served the foregoing document described as **FIRST AMENDED COMPLAINT** on the following person(s) in the manner indicated:

SEE ATTACHED SERVICE LIST

☐ (BY MAIL) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY OVERNIGHT FEDERAL EXPRESS) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for delivery by overnight courier. Correspondence so collected and processed is deposited in a box or other facility regularly maintained by Federal Express that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope designated by Federal Express with delivery fees paid or provided for, addressed as set forth herein, and such envelope was placed for delivery by Federal Express at Hardin Law Group, APC, Newport Beach, California, following ordinary business practices.

☐ (BY HAND DELIVERY) I am familiar with the practice of Hardin Law Group, APC for collection and processing of correspondence for hand delivery by courier. I caused such document to be delivered by hand to the addresse(s) designated.

☒ (BY ELECTRONIC TRANSMISSION) I served electronically from the electronic notification address of brice@hardinemploymentlaw.com the document described above and a copy of this declaration to the person and at the electronic notification address set forth herein. The electronic transmission was reported as complete and without error.

☐ **(**BY ELECTRONIC SERVICE) I am causing the document(s) to be served by email or electronic transmission via USA Legal sent on the date shown below to the email addresses of the persons listed in the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on October 3, 2025, at Newport Beach, California.

Briana Rice

SERVICE LIST

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