



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

April 2, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

PHARMAVITE LLC
8531 Fallbrook Avenue,
West Hills, CA 91304

Re: *Garcia v. Pharmavite LLC*

Dear Pharmavite LLC:

This office represents David Francisco Garcia. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff was misclassified as an exempt employee of Pharmavite LLC. Plaintiff is seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff to recover wages from Defendant due to Defendant's willful misclassification, failure to pay overtime/double time, failure to pay minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay wages due on termination, to reimburse business expenses, to allow inspection of employment records and unfair competition.

Defendant has violated the law. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate him for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Pharmavite LLC. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. WILLFUL MISCLASSIFICATION AS EXEMPT (Wage Order No. 1)

Defendant willfully misclassified Plaintiff as exempt to avoid the payment of wages and other benefits in violation of the Labor Code and Wage Order No. 1. Plaintiff did not meet the requirements of being "salary exempt" as set forth by California Labor Code § 515(a). Plaintiff's primary job duties consisted of hourly work. Plaintiff was not able to perform tasks independently and did not have authority to hire or fire. Thus, Plaintiff should have been classified as non-exempt.

Plaintiff is entitled to recover penalties as a result of Defendant's willful misclassification.

B. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194.3, 1198; IWC Wage Order No. 1)

Defendant was required to pay Plaintiff for all time worked. Plaintiff routinely worked schedules such that he was due pay at overtime/double time rates. However, Plaintiff was not paid for the overtime/double time hours he worked.

Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime/double time compensation to Plaintiff as required by law. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiff suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 1)

Defendant failed to satisfy minimum wage requirements because Defendant failed to afford compliant meal/rest breaks. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff for the actual hours Plaintiff worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 1.

D. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 1)

Defendant failed to provide any rest periods as required by Labor Code § 226.7 and Wage Order No. 1. Plaintiff routinely worked 9 or more hours per day.

By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE MEAL PERIODS
(Labor Code §226.7; IWC Wage Order No. 1)

Defendant intentionally and improperly failed to afford Plaintiff uninterrupted meal periods. Additionally, Plaintiff's meal periods were afforded late and/or not afforded at all. Plaintiff did not receive premium pay for your failure to afford meal periods.

By virtue of Defendant's unlawful failure to provide compliant meal periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 1)

Defendant intentionally and knowingly failed to provide Plaintiff with weekly itemized wage statements containing the wages earned by Plaintiff.

Plaintiff was damaged by these failures because, among other things, the failures led him to believe that he was not entitled to overtime/double time compensation, minimum wages, pay for meal/rest periods not provided and premiums, even though he was so entitled and these failures hindered them from determining the amounts of wages owed to him.

G. FAILURE TO PAY WAGES DUE UPON TERMINATION
(Cal. Labor Code §§201-203)

Plaintiff was wrongfully terminated from Defendant's employ and Defendant willfully failed to pay Plaintiff wages due to him.

Plaintiff was not paid for all the wages he was owed when he ended his employment with Defendant on January 7, 2025. He is still owed overtime/double time,

minimum wages, premium pay for failure to afford meal/rest breaks, premiums and other wages.

H. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §2802)

Defendant was aware that Plaintiff was using his personal cell phone, vehicle and purchasing tools and an iPad for business, but failed to indemnify Plaintiff for all his business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff for work-related expenses that he incurred in using his cell phone, vehicle and tool purchases for work-related purposes.

Plaintiff suffered damages in an amount, subject to proof, to the extent he was not reimbursed for all of his business-related expenses incurred in the discharge of his duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employee's wage rate below the minimum wage.

I. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about March 19, 2025, Plaintiff's counsel issued written request to Defendant for copies of his personnel records. Defendant has failed and refused to permit Plaintiff to have access to copies of his records.

As a result of Defendant's failure and refusal to permit Plaintiff to have full access to his records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

J. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and have deprived him of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff is entitled to, and is, seeking such relief as may be necessary to restore to him the money and property which Defendant has acquired, or of which Plaintiff has been deprived by means of the above-described unfair and unlawful business practices.

K. ADDITIONAL PENALTIES

(Violations of Labor Code §§201-204, 218.5, 226(a)(e), 226.7, 510, 512, 558, 1194, 1194.2, 1194.3, 1198, 1199, 2802 and 1198.5)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.