

June 27, 2025

Via Electronic Filing

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

Via Certified U.S. Mail (Return Receipt Requested)

FDC Management, Inc.
c/o Mr. James R. Wohrman
Agent for Service of Process
135 S. Chaparral Court, Suite 100
Anaheim, California 92808

**Re: Mr. Mario Ramos v. FDC Management, Inc., et al.; PRIVATE ATTORNEYS
GENERAL ACT**

To Whom It May Concern:

Please be advised that our client, Mr. Mario Ramos (hereinafter “our client” or “Mr. Ramos”), seeks penalties on behalf of the State of California and all current and former California individuals and employees (hereinafter “aggrieved employees”) who worked for FDC Management, Inc (hereinafter referred to as “FDC Management”) during the relevant time period pursuant to California Labor Code Section 2698 et. seq., the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code Section 2699.3 and shall constitute notice of the same.

Mr. Ramos was employed by FDC Management beginning in approximately January 2024 and continuing through the time of his separation in approximately May 2025. Mr. Ramos was generally considered a full-time, non-exempt employee who earned approximately \$30.00 per hour. Mr. Ramos and other similarly situated aggrieved employees were seemingly paid biweekly.

It is our position FDC Management violated the following California Labor Code Sections with regard to Mr. Ramos and other similarly situated aggrieved employees:

I. Failure to Pay Overtime Wages

FDC Management violated California *Labor Code* § 510, because it failed to compensate Mr. Ramos and other similarly situated aggrieved employees the legally required overtime rate in the event they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week. Indeed, among its other potential failures relating to incentive and/or bonus payments to employees, FDC Management failed to properly incorporate the “Nondiscretionary Performance Bonuses” Mr. Ramos and other similarly situated aggrieved employees earned when calculating their “regular rate of pay” for purposes of determining their correct overtime rate of pay.

II. Failure to Provide Meal & Rest Periods

FDC Management also violated California *Labor Code* §§ 512 and 226.7, as well as Industrial Welfare Commission (“IWC”) Wage Order No. 4, because it failed to provide Mr. Ramos and other similarly situated aggrieved employees a thirty-minute, uninterrupted meal period per day for every five (5) hours of work. As an example, on numerous occasions throughout his employment, Mr. Ramos was interrupted during his legally mandated meal periods. However, on such occasions, rather than compensate Mr. Ramos (and other similarly situated aggrieved employees) one additional hour of pay at the “regular rate of pay” for each workday when one or more statutory meal periods was either incomplete and/or interrupted, FDC Management instead instructed Mr. Ramos to clock in *only* for the time he worked during his meal period. In doing so, FDC Management failed to duly compensate Mr. Ramos and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory meal periods was either untimely, incomplete, and/or interrupted, or not provided entirely.

FDC Management also violated California *Labor Code* § 226.7 and IWC Wage Order No. 4, because it failed to provide Mr. Ramos and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof. FDC Management did not relieve Mr. Ramos and other similarly situated aggrieved employees of all their duties during said rest periods, instead directing them to continue working. FDC Management did not pay Mr. Ramos and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory rest periods was not Code-compliant. It was not company policy and/or not part of the company culture for employees such as Mr. Ramos and other similarly situated aggrieved employees to take their daily rest breaks.

Given the heavy workload and expectation for Mr. Ramos and other similarly situated aggrieved employees to timely complete their tasks, the culture at FDC Management did not lend itself to the employees receiving statutory rest periods at which time they were relieved of all work duties. It was the normal practice and custom of FDC Management not to authorize, permit, and/or enforce statutory rest periods. As such, the work environment and culture at FDC Management was not conducive to receiving statutory rest breaks under California law.

To the extent FDC Management paid meal or rest period premiums for missed, untimely, incomplete, and/or interrupted meal or rest periods, it would be inconsequential and immaterial for PAGA purposes. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “Section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256. Thus, the extra hour of pay does not excuse the violation – the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4).

III. Failure to Timely Pay Wages During Employment

As a further result of the above violations, FDC Management failed to compensate Mr. Ramos and other similarly situated aggrieved employees all wages due to them within any time period specified by California *Labor Code* § 204.

IV. Failure to Indemnify for Work-Related Expenses

During the relevant time period, Mr. Ramos and other similarly situated aggrieved employees also incurred necessary, business-related expenses and costs that were not reimbursed by FDC Management. These costs include, but are not limited to the requirement to use a personal cellular phone and equipment/tools for the direct benefit of FDC Management.

However, despite requiring Mr. Ramos and other similarly situated aggrieved employees to incur business-related costs and expenses for its direct benefit, FDC Management did not duly reimburse them and/or failed to reimburse them in a reasonable amount. Accordingly, FDC Management was in violation of California *Labor Code* §§ 2800 and 2802.

V. Failure to Provide Accurate Itemized Wage Statements

FDC Management was also in violation of California *Labor Code* § 226(a) by failing to timely provide and/or include pertinent information on Mr. Ramos and other similarly situated aggrieved employees' wage statements including, but not limited to the name and address of the legal entity that is the employer, all hours worked (regular and overtime), gross wages earned, net wages earned, all applicable hourly rates, all deductions, premium pay for missed, untimely, incomplete, and/or interrupted meal and rest periods, and what should have been reimbursement (or reasonable reimbursement) for business-related expenses incurred, among other information.

VI. Failure to Maintain Accurate Records

By virtue of the above violations, FDC Management failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Mr. Ramos and other similarly situated aggrieved employees pursuant to California *Labor Code* § 1174(d).

VII. Failure to Timely Pay Final Wages

FDC Management also violated California *Labor Code* § 203 because it willfully failed to pay to Mr. Ramos other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum wages, overtime compensation, premium pay for missed, untimely, incomplete, and/or interrupted meal and rest periods, and reimbursement (or reasonable reimbursement) for the work-related expenses incurred.

VIII. Additional Violations

Furthermore, we believe FDC Management violated California *Labor Code* § 558 and engaged in business practices which violated California *Bus. & Prof. Code* §§ 17200 et seq.

IX. Conclusion

Please take notice that based upon the abovementioned violations, and in addition to the penalties provided by those specific sections themselves, Mr. Ramos also intends to seek penalties under the following California Labor Code Sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the abovementioned California Labor Code Sections: California *Labor Code* §§ 558, 226.3, and 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all individuals and/or employees who have been subjected to these same Labor Code violations by FDC Management.

If you have any questions or require additional information regarding this matter, please do not hesitate to contact us. Thank you in advance for your time and attention to this matter.

Very truly yours,
SEZGIN KHOUSADIAN LLP

Arthur Sezgin

ARTHUR SEZGIN, ESQ.