

RUIZ-VELASCO LAW FIRM

September 15, 2025

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Mr. Anthony Estes
Ms. Rebecca Torres aka BJ Torres
Marine Flooring LLC
12022 Knigge Cemetery Rd, Suite B
Cypress, Texas 77429

Re: **Pena v. Marine Flooring LLC, et al.**

To Whom It May Concern:

We represent Jonathan B. Pena individually and on behalf of all other individuals (collectively “Plaintiffs”) who are either former or current employees of Marine Flooring LLC, and its owners, officers, and managing agents Anthony Estes and Rebecca Torres aka BJ Torres (collectively “Defendants”). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant’s Labor Code violations and of our client’s intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as laborers. Defendants fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their rest periods and some meal periods but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during their meal and rest periods because Defendants require them to work through their rest periods and some meal periods, and even if they were allowed, they are not able to because they would not be able to complete their required daily tasks. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties. Defendants also underpaid Plaintiffs, causing minimum wage and overtime wage violations (“wage theft”).

Defendants failed to provide paycheck statements to the Plaintiffs, even after they requested them. For instance, Plaintiff Pena and other aggrieved employees many times asked Defendants for his paycheck statements, but Defendants refused. On or about July 9, 2025, Mr. Pena requested in writing through his attorneys a copy of his employee file and records pursuant to LC 226, 1198.5, 432, 6401.9. Although Defendants finally produced some of Mr. Pena's pay records and some employee file records, to date, Defendants have failed to produce any of his time records, his employee handbook, workplace violence prevention act records, nor many other records in violation of LC 226, 1198.5, 432, 6401.9 despite many opportunities given to Defendants to do so. Failure to maintain accurate time records is also a violation of LC 1174.5.

Plaintiffs were not paid all of their overtime, minimum, premium, sick pay, and other wages owed at the time of their separation of work and have paid them late in violation of LC §§ 203, 204, 210.

Defendants have required Plaintiffs to purchase several supplies and tools and to use their personal cellular phone service in performance of their duties, however, they did not reimburse Plaintiffs for said expenditures in violation of LC §2802.

Defendants also terminated and retaliated against Mr. Pena because he reported to Defendants that his supervisor Danny Le verbally threatened him and physically assaulted and battered him, and therefore that he did not feel safe working with Mr. Le, and because he reported unpaid wages. Defendants terminated Mr. Pena right after making these reports to them despite him having an exemplary record at the company. Defendants' conduct was despicable, has caused great harm to Mr. Pena, and is in violation of Labor Code §§ 98.6, 1102.5, 6310, 6311, and *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Therefore, Defendants owe Mr. Pena general, special and punitive damages, penalties, and fees and costs.

Anthony Estes and Rebecca Torres aka BJ Torres, as the owners, officers, directors, and/or managing agents of Marine Flooring LLC are jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 6310, and others. The Defendants are also jointly and severally liable for all wages and damages owed to Plaintiffs who are paid through an agency as joint employers, successors in interest, and/or pursuant to LC Section 2810.3 and penalties pursuant to LC Section 2810.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to

Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 6310, 6311, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized flourish at the end.

Rodolfo Ruiz-Velasco, Esq.