

October 23, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Advanced Medical Research, Inc.:
Your Nevada Corporate Solutions
6920 S. Cimarron Rd, Suite 100
Las Vegas, NV 89113

Agent for Service of Process for LGA Management, Inc.:
Cloud Peak Law, LLC
1095 Sugar View Dr, Ste 500
Sheridan, WY 82801

**Re: Guerrero Alexis Morales Medina v. Advanced Medical Research, Inc. and
LGA Management, Inc.**

Dear Labor and Workforce Development Agency, Advanced Medical Research, Inc., and LGA Management, Inc.:

This letter shall serve as Guerrero Alexis Morales Medina's ("Mr. Morales Medina") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Advanced Medical Research, Inc. and LGA Management, Inc. (collectively, "AMR"), including the facts and theories to support the alleged violations. Mr. Morales Medina intends to seek civil penalties against AMR under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt employees currently or formerly employed by AMR in California during the statutory period ("Aggrieved Employees"). Mr. Morales Medina is informed and believes and based thereon alleges that there are at least 50 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Morales Medina alleges AMR violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Mr. Morales Medina was employed by AMR in Irvine, California as a non-exempt inventory assistant from approximately January 2024 to approximately July 2025.

Minimum and Overtime Wages

Throughout the statutory period, AMR failed to pay Mr. Morales Medina and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to AMR's policy and practice of failing to include bonuses in the regular rate of pay. As a result, AMR failed to pay Mr. Morales Medina and other Aggrieved Employees for all minimum,

straight time, and overtime wages due in violation of Labor Code §§ 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, AMR failed to provide Mr. Morales Medina and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mr. Morales Medina and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. AMR failed to pay Mr. Morales Medina and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, AMR failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, AMR failed to authorize and permit Mr. Morales Medina and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Morales Medina and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. AMR failed to pay Mr. Morales Medina and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, AMR failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to AMR's wage, meal period, and rest period violations as alleged above, AMR failed to provide Mr. Morales Medina and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to AMR's wage, meal period, and rest period violations as alleged above, AMR failed to pay all wages due during Mr. Morales Medina's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

Recordkeeping

Due to AMR's wage, meal period, and rest period violations as alleged above, AMR failed to maintain accurate and complete records showing the hours worked each day by Mr. Morales Medina and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Mr. Morales Medina seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr. Morales Medina will be filing on behalf of himself and all other Aggrieved



Employees against AMR. Mr. Morales Medina intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", is written over a light blue circular stamp.

Fawn F. Bekam

Enclosure: Class Action Complaint