

October 16, 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 Primelink Express Inc.:  
Gurmit S. Malhi  
4451 N. Brawley Ave.  
Fresno, CA 93722

**Re: Camron Lewis v. Primelink Express Inc.**

Dear Labor and Workforce Development Agency and Primelink Express Inc.:

This letter shall serve as Camron Lewis' ("Mr. Lewis") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Primelink Express Inc. ("Primelink"), including the facts and theories to support the alleged violations. Mr. Lewis intends to seek civil penalties against Primelink under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other individuals currently or formerly employed by Primelink in California as drivers during the statutory period ("Aggrieved Employees"). Mr. Lewis is informed and believes and based thereon alleges that there are at least 150 Aggrieved Employees in the statutory period.

**Labor Code Provisions Alleged to Have Been Violated**

Mr. Lewis alleges Primelink violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802.

**Facts and Theories Supporting Each Alleged Violation**

Mr. Lewis was employed by Primelink throughout California as a non-exempt driver from approximately December 2019 to approximately August 2025.

Minimum and Overtime Wages

Throughout the statutory period, Primelink failed to pay Mr. Lewis and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to Primelink's policy and practice of paying Mr. Lewis and other Aggrieved Employees per mile rather than per hour worked, and therefore not separately compensating Mr. Lewis and other Aggrieved Employees for time spent performing non-driving tasks, such as inspections, loading, unloading, and waiting. As a result, Primelink failed to pay Mr. Lewis and other Aggrieved Employees for all minimum wages due in violation of Labor Code §§ 558, 1194, 1194.2, 1197, and 1197.1.

Reimbursement

Throughout the statutory period, Primelink failed to reimburse necessary business expenditures in violation of Labor Code § 2802. Specifically, Primelink paid Mr. Lewis and other



Aggrieved Employees' a set per diem amount that was insufficient to indemnify Mr. Lewis and other Aggrieved Employees for the expenses they incurred in the direct discharge of their duties, such as purchasing gas and meals and using their personal cell phones.

#### Wage Statements

Due to Primelink's wage, meal period, rest period, and deduction violations as alleged above, Primelink failed to provide Mr. Lewis 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. Additionally, Primelink failed to state the number of piece-rate units earned and any applicable piece rate on Mr. Lewis' and other Aggrieved Employees' wage statements. These failures were knowing and intentional.

#### Timing of Wage Payments

Due to Primelink's wage violations as alleged above, Primelink failed to pay all wages due during Mr. Lewis' and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. Additionally, Primelink routinely paid Mr. Lewis' and other Aggrieved Employees wages more than 7 days after the close of the pay period. For example, during the pay period beginning February 16, 2025 and ending February 22, 2025, Primelink did not pay Mr. Lewis' wages until March 3, 2025. These failures were willful and intentional.

#### Recordkeeping

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

Based on these violations, Mr. Lewis seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr. Lewis will be filing on behalf of himself and all other Aggrieved Employees against Primelink. Mr. Lewis 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", written over a light blue circular stamp.

Fawn F. Bekam

Enclosure: Class Action Complaint