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December 5, 2025

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

VECTOR MARKETING CORPORATION
1116 E. State St.
Olean, NY 14760

VECTOR MARKETING CORPORATION
c/o C T Corporation System
330 N Brand Blvd,
Glendale, CA

RE: Steven Uyeda v. Vector Marketing Corporation

To Whom It May Concern:

This office represents Steven Uyeda ("Claimant") who is employed by Vector Marketing Corporation and related entities ("Respondents"). This letter serves as notice and request that the Labor and Workforce Development Agency ("LWDA") investigate the alleged Labor Code violations outlined below. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to proceed with civil action to recover penalties on behalf of himself and all similarly aggrieved employees.

Overview of Claims and Aggrieved Employees

This action is brought on behalf of Claimant and similarly aggrieved non-exempt employees who are currently or formerly employed by Respondents at any of their California locations at any point during the one-year period preceding this notice through the present. The claims involve widespread, systemic Labor Code violations including:

- Failure to Pay Wages for All Hours Worked;
- Failure to Provide Accurate Wage Statements /Failure to Maintain Required Payroll Records;
- Failure to Pay All Compensation Due Upon Discharge;
- Failure to Reimburse for Business Expenses;
- Other derivative and statutory Labor Code violations.

Claimant's Background and Employment

Claimant Steven Uyeda began working for Vector Marketing Corporation on July 18, 2025, in Fair Oaks, California, as a Sales Representative responsible for selling CUTCO™ cutlery products.

Respondents frequently advertise for Sales Representative and applicants, including Claimant, are offered positions only upon completion of the mandatory three-to five-day unpaid training program.

The training focuses exclusively on Respondent's proprietary sales process and CUTCO products, serving the company's direct business interests rather than those of the trainees. It does not provide participants with transferable sales skills usable in other employment. During the training period, participants perform productive work and are prepared to replace outgoing Sales Representatives, providing Vector with an immediate business advantage.

At the conclusion of training, Respondents require participants to immediately sign pre-printed "Sales Representative Agreements", classifying them as independent contractors without any opportunity for review or negotiation.

Although classified as an independent contractor, Claimant was subject to significant employer control: he was required to use company scripts, software, and sales platforms; follow pricing rules; and obtain supervisory approval for deviations in sales terms.

Respondents compensated Claimant at a rate of $26.50 per "qualified appointment" or commission, as determined by Respondents. Respondents denied Claimant commissions for sales to buyers under 30 years old.

In addition, Respondents required Claimant to attend weekly meetings and training sessions, for which he did not receive compensation. Respondents also failed to reimburse Claimant essential business expenses, including mileage incurred for mandatory training and weekly meetings, personal cellphone and data usage for sales and scheduling appointment, and costs of marketing materials.

Detailed Labor Code Violations

1. **Failure to Pay for All Hours Worked**

   Labor Code §§ 1194, 1197

   Respondents failed to pay Claimant and aggrieved employees minimum wages for all hours worked during mandatory initial training sessions. Following their initial training, Claimant and aggrieved employees were also required to attend unpaid weekly meetings. Time spent in these mandatory trainings and meetings, conducted primarily for the benefit of the employer, constitutes compensable work but was not paid by Respondents. In addition, Claimant and aggrieved employees are denied commissions for sales made to customers under the age of 30.

2. **Failure to Provide Accurate Wages Statements / Failure to Maintain Required Payroll Records**

   Labor Code § 226

   Labor Code § 226 requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, and the net wages earned. Because Respondents failed to pay any wages for hours worked during mandatory training, Claimant and aggrieved employees were not

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provided with accurate itemized wage statements, in violation of California Labor Code § 226.

As part of Respondents' unlawful payroll policies and practices that deprived Claimant and other aggrieved employees of wages earned and due, Respondents also failed to maintain accurate records of the total house worked by Claimant and aggrieved employees. This failure resulted in additional violations of California's recordkeeping requirements.

3. **Failure to Pay All Compensation Due Upon Discharge**

Labor Code §§ 201, 202, and 203

Respondents willfully failed to pay all earned wages to Claimant and aggrieved employees when their employment ended. Because Defendants misclassified Sales Representatives as independent contractors and failed to compensate them for all hours worked, including mandatory training, unpaid meetings, and administrative tasks, Respondents left outstanding wages unpaid at the time of separation.

4. **Failure to Reimburse for Business Expenses**

Labor Code § 2802

Claimant used his personal vehicle and phone for work and paid out-of-pocket expenses costs of marketing materials. These business expenses were incurred for the benefit of Respondent but not were compensated. Respondents violated Labor Code § 2802 for failure to reimburse Claimant and other aggrieved employees for necessary business expenses they incurred in the discharge of their duties.

Conclusion and Request for Agency Action

The violations described herein occurred consistently at Respondents' facilities across California and affected a broad group of similarly situated employees. Claimant seeks recovery of all available PAGA civil penalties, as well as attorneys' fees and costs associated with enforcement.

Pursuant to Labor Code § 2699.3, we request that the LWDA notify us in writing if it elects not to investigate these violations so that Claimant may proceed with a representative PAGA action. If no notice is received within the statutory period, Claimant will file a civil complaint.

Very truly yours,

Danny Yadidsion