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January 30, 2026

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency ("LWDA")

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Family First Life LLC
80 Norwich-New London Tpke, Suite 1B
Uncasville, CT 06382

Family First Life Simplified LLC
50 Cockle Hill Rd
Salem, CT, 06420

Integrity, LLC
1445 Ross Avenue, 40th Floor
Dallas, Texas 75202

Integrity, LLC
10250 FM 1004 Road W
Buna, TX 77612

Re: Notice pursuant to California Labor Code § 2698, *et seq*., the Private Attorneys General Act ("PAGA"), submitted by Edgar Ray Rivera on behalf of himself and all other employees of Family First Life LLC, as an individual and as a proposed Representative of the State of California

Dear PAGA Administrator:

This letter shall serve as Edgar Ray Rivera's (hereafter "Claimant") Notice pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2698, *et seq*. regarding his claims against Family First Life LLC and any related entities, all other worksite employers, and their managers, agents, officers and directors (referred to herein as "the Employer" or "Family First"). Claimant submits this notice on behalf of himself and all current and former employees employed by the Employer in California.

If the Labor Workforce Development Agency does not intend to investigate the alleged violations, Claimant intends to file a representative action for PAGA civil penalties on behalf of himself and all other aggrieved employees of the Employer, seeking civil penalties on behalf of himself and all other aggrieved employees in the State of California. A copy of this notice is being sent to the Employer by certified mail at the address above.

Claimant and other employees were subject to the same policies and practices alleged herein, which impermissibly denied aggrieved employees their rights pursuant to the California Labor Code and caused violations of the Labor Code as set forth below.

Misclassification of Employees as Independent Contractors

Family First willfully misclassified Claimant and aggrieved employees as independent contractors in violation of Labor Code section 226.8, avoiding compliance with the various sections of the Labor Code outlined below. Claimant and other aggrieved employees should have been classified as employees. Family First failed to ensure that: (1) aggrieved employees were free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact; (2) aggrieved employees performed work that is outside the usual course of the hiring entity's business; and (3) that aggrieved employees were customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed. Specifically, the Employer is in the business of recruiting distributors to sell its life insurance, investments, and annuities to clients. Claimant and the aggrieved employees acted as recruiters and salespeople for the Employer to advance the Employer's usual course of business. Family First exerts significant control over aggrieved employees, which must follow all of its rules, policies and procedures. The Employer schedules training meetings and provides guidelines and training materials for Claimant and other aggrieved employees on how to best recruit additional employees for the Employer, and on how to sell and market the products the Employer sells. Family First requires Claimant and aggrieved employees to attend group video trainings, where they work to obtain leads in real time, place group calls to prospective client, and follow Family First directions on sales approach. The work performed by Claimant and aggrieved employees is central to Family First's insurance business. Accordingly, Family First misclassified Claimant and the aggrieved employees as independent contractors.

Unlawful Failure to Timely Pay All Earned Wages

Family First failed to properly compensate Claimant and the aggrieved employees for all hours worked. For example, the Employer failed to pay all commissions earned by the Claimant and the aggrieved employees twice during each calendar month as a result of their misclassification as independent contractors. Accordingly, the Employer violated California Labor Code § 204(a), which requires that employers pay "all wages ... twice during each calendar month on days designated in advance by the employer as the regular paydays." As a result, Family First is liable for civil penalties pursuant to California Labor Code § 2698, *et seq*.

Unlawful Failure to Pay Minimum Wages

Family First has failed to maintain a policy that compensates Claimant and the aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and the applicable Industrial Welfare Commission Wage Order. Family First failed to compensate Claimant and the aggrieved employees as a result of its misclassification of employees as independent contractors. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. For example, the Employer would have Claimant and the aggrieved employees purchase sales leads from third-party websites and then transfer these leads into Family Life's case management software. Claimant and aggrieved employees were not compensated for these personal expenses incurred in the course of obtaining clientele and data for Family First. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and the applicable Industrial Welfare Commission Wage Order for failure to pay minimum wages, Family First is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq*.

Unlawful Failure to Pay Overtime

Family First has failed to pay aggrieved employees overtime wages for hours worked over eight hours in a day, or forty hours in one week due to their policy and practice of uniform misclassification of employees. As a result of violations of California Labor Code §§ 510, 1194 and the applicable Industrial Welfare Commission Wage Order for failure to pay overtime, Family First is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698, *et seq*.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods and Pay Meal Period Premiums

Family First fails to maintain a policy that provides its employees with off-duty meal periods as required by California law. Claimant and other aggrieved employees regularly worked in excess of 5 and 10 hours a day without being provided meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and the applicable Wage Order. The Employer failed to pay Claimant and other aggrieved employees the premium compensation mandated by Labor Code § 226.7(b) for these noncompliant meal periods at the regular rate of pay, including all non-discretionary bonuses such as commissions. As a result of violations of California Labor Code §§ 226.7 and 512 and the applicable Wage Order, Family First is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698, *et seq*.

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods and Pay Rest Period Premiums

Family First fails to maintain a policy that provides its employees with off-duty rest periods as required by California law. Claimant and other aggrieved employees regularly worked in excess of four hours or major fraction thereof during workdays without being provided ten-minute rest periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and the applicable Wage Order. The Employer failed to pay Claimant and aggrieved employees the premium compensation mandated by Labor Code§ 226.7(b) for these noncompliant rest periods at the regular rate of pay including all non-discretionary bonuses such as commissions. As a result of violations of California Labor Code §§ 226.7, 512 and the applicable Wage Order, Family First is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698, *et seq*.

Failure to Provide Sick Pay

Family First has violated California Labor Code § 246 by willfully failing to provide mandatory paid sick leave to Claimant and aggrieved employees. Employers must provide to employees who work for 30 or more days within a year from the commencement of employment 1 hour of paid sick leave for every 30 hours worked. (Labor Code § 246(b)(1).) Family First has failed to comply with Labor Code § 246, and as a result, is liable for civil penalties pursuant to California Labor Code § 2698, *et seq*.

Unlawful Failure to Reimburse Business Expenses

Family First has violated California Labor Code § 2802 by willfully failing to reimburse Claimant and other aggrieved employees for their reasonable and necessary business expenses. Reasonable and necessary business expenses must be reimbursed to an employee by an employer under Labor Code § 2802, which provides that: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." The Employer failed to reimburse the aggrieved employees for all business expenses incurred for the Employers' benefit, including for home internet, cell-phone expenses, and computer expenses incurred by Claimant and the aggrieved employees. Further, the Employer required aggrieved employees to purchase their own leads from third parties in order to become a distributor for Family First, which was not reimbursed. Moreover, Family First would require Claimant and the aggrieved employees to utilize their personal computers, cell phones, and internet in the performance of work for Family First. All of the items for which Family First charged Claimant and aggrieved employees for them to work for Family First were business expenses that the company should have borne but were instead unlawfully transferred to Claimant and the aggrieved employees. As a result of violations of California Labor Code § 2802, Family First liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq*.

Unlawful Deduction of Wages

Family First has violated California Labor Code § 221 by unlawfully deducting the wages of Claimant and other aggrieved employees. California Labor Code § 221 makes it unlawful "for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." All of the items for which Family First charged Claimant and aggrieved employees for them to work for Family First were business expenses that the company should have borne but were instead unlawfully deducted from the wages of Claimant and the aggrieved employees. For example, Family First required employees purchase their own leads for cold calling, resulting in the deduction of wages. California Labor Code § 225.5 provides an independent and separate penalty for "violation of Section 212, 216, 221, 222, or 223" of the Labor Code of $100 for any initial violation for each failure to an employee, and $200 for any subsequent violation for each failure to pay an employee. As a result of violations of California Labor Code § 221, Family First is liable for civil penalties pursuant to California Labor Code §§ 221, 225.5, and 2698 *et seq*.

Unlawful Failure to Furnish Wage Statements

Family First violated California Labor Code § 226(a) by failing to furnish Claimant and the aggrieved employees with accurate, itemized wage statements showing, among other things, the actual hours worked at each applicable hourly rate. As a result of the Employers' misclassification of Claimant and other aggrieved employees, the Employer has violated Labor Code § 226 and have failed to issue wage statements, which include all necessary information, twice each calendar month as required by Section 226. For example, the Employer failed to issue wage statements which include the total hours worked, all deductions, the last four digits of the aggrieved employees' social security number, the applicable hourly rates in effect, and the name and address of the legal entity that is the employer. As a result of violations of California Labor Code § 226(a), Family First is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698, *et seq*.

Unlawful Failure to Pay Final Wages

Family First has violated California Labor Code §§ 201-203 and 227.3 by failing to pay all final wages, including minimum, regular, and overtime wages. Labor Code §§ 201-203 require that all final wages be paid at the termination of employment. However, at the time of their separation of employment, Family First failed to pay the final wages, including commissions, regular, minimum and overtime wages, to Claimant and other aggrieved employees.

Unlawful Failure to Provide Workers' Compensation Coverage and Insurance

Family First has violated California Labor Code §§ 3700, *et seq.*, by failing to provide adequate workers' compensation coverage to Claimant and other aggrieved employees. Specifically, Labor Code § 3700 requires that an employer be "insured against liability to pay compensation by one or more insures duly authorized to write compensation insurance in this state" or otherwise obtain consent from the Director of Industrial Relations to be "self-insured." Family First, however, failed to secure this coverage and compensation insurance. As a result of such violations, Employer is liable for civil penalties pursuant to California Labor Code §§ 3700.5 *et seq*. and 2698 *et seq*.

<u>Conclusion</u>

Family First has violated or has caused to be violated several California wage and hour laws. Claimant requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests the agency inform him if it does not intend to investigate these violations so that she may bring a PAGA suit against the Employer on behalf of himself and the other aggrieved employees.

Sincerely,

Jonathan M. Lebe, Esq.
Rayne A. Brown, Esq.
Nicole A. Bloomfield, Esq.
Attorneys for Edgar Ray Rivera,
Individually and as a Proposed Representative of the State of California