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FILED
Superior Court of California
County of Los Angeles
04/17/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUANA ORTEGA, Individually, and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

FLAMINGO ESTATE, an Unknown Business Entity; FLAMINGO ESTATES ORGANIC, LLC, a California Limited Liability Company; and DOES 1 through 100, Inclusive,

Defendants.

Case No. 26STCV06864

<u>FIRST AMENDED CLASS ACTION COMPLAINT</u>

1. **Failure To Pay Overtime Compensation [Lab. Code § 510];**
2. **Failure To Provide Meal Periods [Lab. Code §§ 226.7 and 512];**
3. **Failure To Authorize and Permit Rest Periods [Lab. Code § 226.7];**
4. **Failure To Furnish Complete and Accurate Wage Statements [Lab. Code § 226(a)];**
5. **Failure To Timely Pay Wages Upon Termination Or Resignation [Lab. Code §§ 201, 202, And 203];**
6. **Unfair Business Practices [Bus. & Prof. Code §§ 17200, *Et Seq*.]; and**
7. **Violation of the Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *Et Seq*.).**

DEMAND FOR JURY TRIAL

Plaintiff JUANA ORTEGA ("Plaintiff"), an individual, on behalf of herself and all others similarly situated, hereby alleges the following facts and claims against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC, and DOES 1 through 100, inclusive (collectively "Defendants"), and respectfully requests a trial by jury of all issues and causes of action so triable:

I. INTRODUCTION

1. This class action and representative action complaint challenges Defendants' past and ongoing unlawful employment practices and policies on behalf of Plaintiff, aggrieved employees, and similarly situated current and former non-exempt employees of Defendants in California, whose rights Defendants violated and continue to violate under California laws.

2. Specifically, Defendants engage in a uniform and systematic scheme of wage abuse against their employees in California. This scheme involves, inter alia, misclassifying employees as "independent contractors" to avoid protections and provisions of the California Labor Code and applicable IWC Wage Orders.

3. As a result of Defendants' misclassification of its employees, Defendants have uniformly and systematically:

a. Failed and continue to fail to pay all overtime compensation owed for time worked in excess of either eight hours in one work day or forty hours in one work week in violation of Labor Code section 510 and Section 3 of the applicable IWC Wage Order(s);

b. Failed and continue to fail to provide meal periods in violation of Labor Code sections 226.7 and 512 and Section 11 of the IWC Wage Order(s);

c. Failed and continue to fail to authorize and permit all paid rest periods in violation of Labor Code section 226.7 and Section 12 of the IWC Wage Order(s);

d. Failed and continue to fail to furnish complete and accurate itemized wage statements in violation of Labor Code section 226, subdivision (a);

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e. With regard to former non-exempt employees only, willfully failed and continue to fail to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201 and 202, in violation of Labor Code section 203; and

f. Committed and continue to commit unfair business practices in violation of California Business & Professions Code section 17200, *et seq*.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter, although this should not automatically be considered the statute of limitations for any cause of action herein.

5. As a result of the foregoing, Plaintiff seeks monetary damages, civil penalties, injunctive relief, restitution, reasonable attorneys' fees, costs, and interest.

6. On February 5, 2026 and February 10, 2026, Plaintiff submitted notice to the California Labor and Workforce Development Agency ("LWDA"), identifying Defendants' alleged violations of California's Labor Code together with facts and theories supporting the alleged violation, pursuant to Labor Code 2699.3. Because the LWDA did not respond with advisement of its intent to investigate the alleged violations within the requisite time, Plaintiff hereby files this First Amended Complaint to allege a representative action claim pursuant to the California Private Attorneys General Act of 2004 (Lab. Code § 2698 *et seq.*) on behalf of the LWDA for Defendants' aggrieved employees. PAGA permits an aggrieved employee to bring a lawsuit on behalf of herself and other current and former non-exempt employees ("aggrieved employees") to recover civil penalties for an employer's violation of the California Labor Code.

II. PARTIES

7. Plaintiff JUANA ORTEGA is an individual over the age of eighteen (18), and is now and/or at all times mentioned in this Complaint a California citizen residing in Los Angeles County, California. Plaintiff worked for Defendants as a Packer from approximately October 2024 to January 30, 2026. At all times herein, Plaintiff was and is an "employee" as that term is used in the Labor Code and IWC Wage Orders regulating wages, hours, and working conditions.

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8. Plaintiff seeks the recovery alleged herein from Defendants because, at all times while working for Defendants, she was misclassified as an independent contractor and Defendants thus:

a. Failed to fail to pay all overtime compensation owed for time worked in excess of either eight hours in one work day or forty hours in one work week in violation of Labor Code section 510 and Section 3 of the IWC Wage Order(s);

b. Failed to provide meal periods in violation of Labor Code sections 226.7 and 512 and Section 11 of the IWC Wage Order(s);

c. Failed to authorize and permit all paid rest periods in violation of Labor Code sections 226.7 and Section 12 of the IWC Wage Order(s);

d. Failed to furnish complete and accurate itemized wage statements in violation of Labor Code section 226, subdivision (a), and Section 7 of the IWC Wage Order(s);

e. Violated Labor Code section 203 by willfully failing to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201 and 202;

f. Conducted unfair business practices in violation of Business & Professions Code section 17200, *et seq*.; and

g. Violated the Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq*.

9. Defendant FLAMINGO ESTATE is an unknown business entity headquartered in Los Angeles, California. FLAMINGO ESTATE, at all relevant times herein has conducted business within California, and is the owner and operator of an industry, business and/or facility which does business in the State of California as a luxury brand that sells luxury, garden-inspired products including bath, body, and food items. On information and belief, FLAMINGO ESTATE'S principal place of business is 5634 North Figueroa St, Los Angeles, CA 90042. Defendant FLAMINGO ESTATE is an "employer" as the term is used in the Labor Code and IWC Wage Orders.

10. Defendant FLAMINGO ESTATES ORGANIC, LLC is a California limited liability company headquartered in Los Angeles California, and is registered with the California Secretary

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of State to do business within California. FLAMINGO ESTATES ORGANIC, LLC, at all relevant times herein has conducted business within California, and is the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California as a luxury brand that sells luxury, garden-inspired products including bath, body, and food items. On information and belief, FLAMINGO ESTATES ORGANIC, LLC'S principal place of business is, as listed on the California Secretary of State's website, 5634 North Figueroa St, Los Angeles, CA 90042. Defendant FLAMINGO ESTATES ORGANIC, LLC is an "employer" as the term is used in the Labor Code and IWC Wage Orders.

11. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on information and belief now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California, including Los Angeles County, and each of the fictitiously named Defendants is responsible for the conduct alleged in this Complaint. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

13. Defendants, and each of them, proximately subjected Plaintiff to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

14. Defendants, and each of them, are now and/or at all times mentioned herein were the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership

and common enterprise.

16. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

17. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

18. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

III. JURISDICTION AND VENUE

19. The California Superior Court has jurisdiction in this matter pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other trial courts." The statutes under which this action is brought do not specify any other specific basis for jurisdiction.

20. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

21. The California Superior Court also has jurisdiction over Defendants because they are corporations and/or entities and/or persons with sufficient minimum contacts in California, are citizens of California, or otherwise intentionally availed themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

22. Venue is proper in the Superior Court of California, County of Los Angeles pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that liability arose there because at least some of the acts and omissions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, exists, and/or has an agent therein.

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IV. GENERAL ALLEGATIONS

23. Plaintiff and the class members are current and former hourly paid employees of Defendants in the State of California that were improperly classified by Defendants as independent contractors for the purposes of avoiding payment of regular wages, overtime compensation and provision of requisite meal and rest periods.

24. Pursuant to *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, 964, unless the hiring entity establishes (A) that the worker is free from the control and direction of the hiring entity in connection with the performance of the work; (B) that the worker performs work that is outside the usual course of the hiring entity's business; and (C) that the worker is customarily engaged in an independently established trade, occupation, or business, the worker should be considered an employee and the hiring business an employer under the suffer or permit to work standard in wage orders. The hiring entity's failure to prove any one of these three prerequisites will be sufficient in itself to establish that the worker is an included employee, rather than an excluded independent contractor.

25. Defendants failed to satisfy the independent contractor requirements set forth in *Dynamex* as Plaintiff and the class members: (A) worked at the direction of Defendants; (B) did not perform work outside the usual course of Defendants' business as they were fulfilling the company's primary mission of preparing products to be sent to their customers; and (C) were not customarily engaged in an independently established trade or business. Accordingly, Plaintiff and the class members were improperly classified as independent contractors when they should have been classified as non-exempt employees subject to the provisions of the California Labor Code.

26. Plaintiff alleges that Defendants adopted and maintained uniform policies, practices and procedures governing the working conditions of, and payment of wages to, Plaintiff and the class members. As alleged below, Defendants' uniform policies, practices and procedures violated California's labor laws and constituted unfair, fraudulent or illegal business practices under Business & Professions Code section 17200 *et seq.*

27. During the relevant statutory period, Defendants failed to pay Plaintiff and the class members all wages including all overtime compensation owed due to their policy of failing to pay

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Plaintiff and the class members 1.5 times their hourly rate of pay for overtime work. For example, from 12/1/25 to 12/7/25, Plaintiff was paid at a base rate of $22 and was paid overtime at $26. Given Plaintiff's $22 base rate, her overtime rate should have been $33. Defendants' failure to properly calculate the overtime rate resulted in significant underpayment of wages.

28. During the relevant statutory period, Defendants failed to provide Plaintiff and the class members with a meal period within five (5) hours of commencing work and a second meal period within ten (10) hours of commencing work, as required by California law and failed to pay meal period premiums for the incompliant meal periods. For example, due to the high volume of work during the holiday season, Plaintiff regularly worked shifts exceeding 12 hours without proper meal periods and was not paid meal period premiums.

29. During the relevant statutory period, Defendants failed to relinquish control over Plaintiff and the class members to provide them with legally-compliant ten (10) minute off-duty rest periods for every four (4) hours of work or major fraction thereof, as required by California law and failed to pay rest period premiums for the incompliant rest periods. Plaintiff and the class members typically worked and work eight hours per day, and Defendants' policies and practices routinely prevented and prevent them from taking the off-duty ten minute rest periods they are entitled to by making non-exempt employees either miss their rest periods altogether, work through their rest periods, take untimely rest periods, or take shortened rest periods.

30. During the relevant statutory period, Defendants furnished Plaintiff and the class members with inaccurate itemized wage statements. For example, Plaintiff's wage statements fail to reflect the total hours worked and also do not itemize all applicable deductions. Additionally, Plaintiff's last paycheck failed to include a wage statement. Indeed, she received what appeared be an ordinary check from the business. Further, as a result of alleged violations discussed above, Defendants furnished wage statements that failed to correctly show, among other items: (1) the gross wages earned, (2) all deductions, and (3) net wages earned.

31. During the relevant statutory period, Defendants failed to pay Plaintiff and the class members all wages owed at the time of separation of employment. For example, Plaintiff's employment concluded on or around January 30, 2026 and she received what appeared to be her

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final paycheck on February 6, 2026.

32. Plaintiff is informed and believes, and based thereon alleges, that each and every one of the acts and omissions alleged herein was performed by, and/or attributable to, Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC, and/or DOES 1-100 acting as agents and/or employees, and/or under the direction and control of Defendants, and that said acts and failure to act were within the course and scope of said agency, employment, and/or direction and control, and were committed willfully.

33. As a direct and proximate result of Defendants' unlawful actions, Plaintiff and the class members have suffered and continue to suffer from loss of earnings and penalties in amounts as yet to be ascertained, but subject to proof at trial in amounts in excess of the minimum jurisdiction of this Court.

V. CLASS ACTION ALLEGATIONS

34. Plaintiff brings this class action complaint against Defendants, individually, and on behalf of all others similarly situated pursuant to Code of Civil Procedure section 382. This action may be brought and properly maintained as a class action because as set forth herein Plaintiff satisfies the numerosity, adequacy, typicality, and commonality pre-requisites for suing as representative parties pursuant to Code of Civil Procedure section 382.

35. Description of the Classes: The classes Plaintiff will seek to certify are currently composed of and defined as follows:

a. All persons employed by Defendants who were classified as independent contractors and/or all persons who were employed by Defendants through staffing agencies, in the state of California who, at any time from March 2, 2022 through the conclusion of this action, were subject to Defendants' policies and practices regarding the proper calculation and payment of overtime (hereinafter, the "Overtime Class");

b. All persons employed by Defendants who were classified as independent contractors and/or all persons who were employed by Defendants through staffing agencies, in the state of California who, at any time from March 2, 2022

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through the conclusion of this action, were subject to Defendants' policies and practices regarding meal periods (hereinafter, the "Meal Period Class");

c. All persons employed by who were classified as independent contractors and/or all persons who were employed by Defendants through staffing agencies, in the state of California who, at any time from March 2, 2022 through the conclusion of this action, were subject to Defendants' policies and practices regarding rest periods (hereinafter, the "Rest Period Class");

d. All persons employed by Defendants who were classified as independent contractors and/or all persons who were employed by Defendants through staffing agencies, in the state of California who, who at any time from March 2, 2022 through the conclusion of this action, were subject to Defendants' policies and practices regarding wage statements (hereinafter, the "Wage Statement Class");

e. All persons employed by Defendants who were classified as independent contractors and/or all persons who were employed by Defendants through staffing agencies, in the state of California who, at any time from March 2, 2023 through the conclusion of this action, were subject to Defendants' policies and practices regarding final payment of wages (hereinafter, the "Final Pay Class");

36. Each of the aforementioned classes are referred to collectively herein as "the Classes."

37. As a consequence of obtaining information and documents through discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Class(es) and/or add additional classes and/or subclasses. Plaintiff will formally define and designate a class definition(s) at such time when Plaintiff seeks to certify the Classes alleged herein.

38. <u>Numerosity</u>: The potential number of members of each Class alleged herein is so numerous that joinder of all members is unfeasible and impractical. The exact quantity of members in each Class and the identity of all members is readily ascertainable via inspection of Defendant's records.

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39. Well-defined Community of Interest: Plaintiff also meets the established standards for class certification, as follows:

a. Typicality: The claims of Plaintiff are typical of the claims of all members of each Class she seeks to represent because all members of each Class sustained injuries and damages arising out of Defendant's common course of conduct in violation of law and the injuries and damages of all members of each Class were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

b. Adequacy: Plaintiff is an adequate representative of each Class she seeks to represent and will fairly protect the interests of the members of each Class. Plaintiff has no interest antagonistic to each Class and will vigorously pursue favorable resolution of this suit on behalf of herself and members of each Class via attorneys who are competent, skilled and experienced in litigating class actions.

c. Predominant Common Questions of Law and/or Fact: There are common questions of law and/or fact as to each Class that predominate over questions affecting only individual members of each Class, including, without limitation:

i) Whether Defendants failed and continue to fail to pay all overtime compensation in violation of Labor Code section 510 and the IWC Wage Order(s);

ii) Whether Defendants failed and continue to fail to provide all meal periods in violation of Labor Code sections 226.7 and 512 and the IWC Wage Order(s);

iii) Whether Defendants failed and continue to fail to authorize and permit all paid rest periods in violation of Labor Code sections 226.7 and the IWC Wage Order(s);

iv) Whether Defendants failed and continue to fail to provide complete and accurate itemized wage statements in violation of Labor Code section 226, subdivision (a);

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v) With regard to Defendants' former non-exempt employees, whether Defendants have violated Labor Code section 203 by willfully failing to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201, 201.3, 201.5, 202, and 205.5;

vi) Whether Defendants' conduct constitutes unfair competition within the meaning of Business & Professions Code section 17200, *et seq*.;

vii) Whether members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;

viii) Whether members of the Classes are entitled to injunctive relief;

ix) Whether members of the Classes are entitled to restitution; and

x) Whether Defendants are liable for attorneys' fees and costs.

40. Superiority: The nature of this action and the nature of the laws available to Plaintiff and members of the Classes is such that a class action is not only superior to other methods, but also particularly efficient and appropriate to afford relief to Plaintiff and members of the Classes for the wrongs alleged herein, as follows:

a. By allowing a method whereby claims of many individuals can be resolved at the same time, the class action device eliminates the possibility of repetitious litigation, inconsistent rulings, and provides small claimants with the opportunity to redress for claims which would otherwise be too small to justify the filing of individual actions;

b. This case involves a large corporate Defendant and a large number of individuals with many relatively small claims and common issues of law and fact;

c. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendant would necessarily gain an unconscionable advantage because Defendant would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendant's vastly superior financial and legal resources;

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d. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by individual members of the Classes who would be disinclined to pursue an action against Defendant because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and wellbeing;

e. Proof of a common business practice or factual pattern, of which members of the Classes experienced, is representative of the Classes herein and will establish the right of each member of the Classes to recover on the causes of action alleged herein.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME COMPENSATION

(By Plaintiff, individually, and on behalf of the Overtime Class against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC and DOES 1 to 100, inclusive)

41. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

42. California Labor Code section 510 provides non-exempt employees, including Plaintiff and members of the Overtime Class, the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

43. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons, such as Plaintiff and members of the Overtime Class, without compensating them at a rate of pay either one-and-one-half times or twice that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

44. Upon information and belief, as a matter of policy and practice across Defendants'

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locations in California, Defendants consistently administered a uniform company policy and practice of requiring Plaintiff and members of the Overtime Class to work in excess of 8 hours per day or 40 hours per week.

45. Defendants, as a matter of established company policy and procedure, consistently administered a uniform company policy and practice of requiring Plaintiff and members of the Overtime Class to perform work-related tasks while off the clock.

46. Because Defendants required Plaintiff and members of the Overtime Class to remain under Defendants' control without paying therefore, this resulted in Plaintiff and members of the Overtime Class earning less than the legal minimum wage in the State of California.

47. As a result of Defendants' conduct alleged herein, Plaintiff and members of the Overtime Class have suffered damages and are entitled to recover the full amount of unpaid wages in an amount to be proven at trial and interest thereon, applicable penalties, liquidated damages, and costs of suit including attorney's fees.

<u>SECOND CAUSE OF ACTION</u>

FAILURE TO PROVIDE MEAL PERIODS

(By Plaintiff, individually, and on behalf of the Meal Period Class against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC and DOES 1 to 100, inclusive)

48. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

49. Labor Code section 226.7, subdivision (b), provides that "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

50. Labor Code section 512 provides that "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and

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employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

51. Labor Code section 516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

52. Section 11(A) of the IWC Wage Order(s) provides that "Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time."

53. Section 11(B) of the IWC Wage Order(s) provides that "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

54. On one or more occasions, Plaintiff and members of the Meal Period Class worked over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

55. On one or more occasions, Plaintiff and members of the Meal Period Class worked over ten (10) hours per shift and therefore were entitled to a second meal period of not less than thirty (30) minutes prior to exceeding ten (10) hours of employment.

56. On information and belief, Plaintiff and members of the Meal Period Class did not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.

57. On information and belief, Plaintiff and members of the Meal Period Class did not enter into any written agreement with Defendants agreeing to an on-the-job paid meal period.

58. As a matter of Defendants' established company policy implemented, Defendants

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failed to comply with the meal period requirements established by Labor Code sections 226.7, 512, and 516, and Section 11 of the IWC Wage(s) by failing to provide Plaintiff and members of the Meal Period Class with a first and a second legally compliant meal period.

59. Section 11(B) of the IWC Wage Order(s) and Labor Code section 226.7, subdivision (c), provides that "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

60. As a matter of Defendants' established company policy, Defendants failed to comply with the requirements of Section 11(B) of the IWC Wage Order(s) and Labor Code section 226.7, subdivision (c), by failing to pay Plaintiff and members of the Meal Period Class one additional hour of pay at each employee's regular rate of compensation for each workday that a compliant meal period was not provided.

61. Therefore, Plaintiff and members of the Meal Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that a compliant meal period was not provided, in a sum to be proven at trial.

62. Pursuant to Labor Code section 218.6 and Civil Code section 3287, Plaintiff, individually, and on behalf of members of the Meal Period Class, seeks recovery of pre-judgment interest on all amounts recovered herein.

63. Pursuant to Labor Code section 218.5, Plaintiff, individually, and on behalf of members of the Meal Period Class, requests that the Court award reasonable attorneys' fees and costs incurred in this action.

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THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(By Plaintiff, individually, and on behalf of the Rest Period Class against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC and DOES 1 to 100, inclusive)

64. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

65. Labor Code section 226.7, subdivision (b), provides that "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

66. Labor Code section 516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

67. Section 12(A) of the IWC Wage Order(s) provides that "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

68. Section 12(B) of the IWC Wage Order(s) provides that "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

69. Plaintiff and members of the Rest Period Class often worked over three and one-half (3 1/2) hours per shift and therefore were entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4) hours of employment, and additional rest periods of not less than ten (10)

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minutes per four (4) hours worked or major fraction thereof. Upon information and belief, Defendants' policies and practices failed and fail to provide Plaintiff and class members with off-duty net rest periods of at least ten minutes for each four hours worked, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays Defendants failed to provide them with an opportunity to take rest periods.

70. As a matter of Defendants' established company policy, Defendants failed to authorize and permit required off-duty rest periods established by Labor Code sections 226.7 and 516 and Section 12 of the IWC Wage Order(s). Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, "[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time."

71. Section 12 of the IWC Wage Order(s) and Labor Code section 226.7, subdivision (b), provides that "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

72. As a matter of Defendants' policies and procedures, Defendants failed to comply with the requirements of Section 12(B) of the IWC Wage Order(s) and Labor Code section 226.7, subdivision (c), by failing to pay Plaintiff and members of the Rest Period Class one additional hour of pay at each employee's regular rate of compensation for each workday that an off-duty rest period was not provided.

73. Therefore, pursuant to Section 12 of the IWC Wage Order(s) and Labor Code section 226.7, Plaintiff and members of the Rest Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that a legally compliant rest period was not so provided.

74. Pursuant to Labor Code section 218.6 and Civil Code section 3287, Plaintiff, individually, and on behalf of the Rest Period Class, seeks recovery of pre-judgment interest on all

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amounts recovered herein.

75. Pursuant to Labor Code section 218.5, Plaintiff, individually, and on behalf of the Rest Period Class, requests that the Court award reasonable attorneys' fees and costs incurred in this action.

FOURTH CAUSE OF ACTION

FAILURE TO TIMELY FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS

(By Plaintiff, individually, and on behalf of the Wage Statement Class against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC and DOES 1 to 100, inclusive)

76. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

77. Labor Code section 226(a) states in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid… (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee…."

78. As a pattern and practice, in violation of Labor Code section 226(a), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing correctly showing: (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an

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employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

79. As a pattern and practice, in violation of Labor Code section 226(a) and Section 7, subdivision (A), of the IWC Wage Order(s), Defendants did not and do not maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff and members of the Wage Statement Class, including but not limited to, gross wages earned, total hours worked by the employee, all deductions, net wages earned.

80. As of January 1, 2013, SB 1255 amended Labor Code section 226 to clarify that an employee suffers injury if the employer fails to provide accurate and complete information as required by any one or more items listed in Labor Code section 226(a)(1)-(9) and the employee cannot promptly and easily ascertain requisite information without reference to other documents or information.

81. Here, Plaintiff and members of the Wage Statement Class suffered injury because Defendants failed to provide accurate and complete information as required by one or more items listed in Labor Code section 226(a)(1)-(9) as set forth herein and Plaintiff and members of the Wage Statement Class could not and cannot promptly and easily ascertain requisite information without reference to other documents or information.

82. In addition, Plaintiff and members of the Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records in that Plaintiff and members of the Wage Statement Class were not provided written accurate itemized statements showing all requisite information as set forth herein in violation of Labor Code section 226 and Section 7, subdivision (A), of the IWC Wage Order(s), such that Plaintiff and members of the Wage Statement Class were misled by Defendants as to the correct information regarding the various items, including but not limited to, the pay period paid for, Defendants' address, total hours worked by the employee, gross wages earned, net wages earned, all deductions, all applicable hourly rates in effect during the pay

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period and the corresponding number of hours worked at each hourly rate.

83. The actual injuries suffered by Plaintiff and members of the Wage Statement Class as a result of Defendants' knowing and intentional failure to maintain accurate records include but are not limited to:

a. Confusion over whether they received all wages owed them by Defendants;

b. The difficulty and expense of attempting to reconstruct time and pay records;

c. Being forced to engage in mathematical computations to analyze whether Defendants' wages in fact compensated for all hours worked;

d. The inability to accurately calculate wage rates complicated by the fact that wage statement information required by Labor Code section 226 is missing;

e. That such practice prevents Plaintiff and members of the Classes from being able to effectively challenge information on their wage statements; and/or

f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery required to collect and analyze the very information that California law requires.

84. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and members of the Wage Statement Class are entitled to fifty dollars ($50.00) per individual employee for the initial pay period in which a violation hereunder occurred and one hundred dollars ($100.00) per individual employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000.00) per individual employee.

85. Pursuant to Labor Code section 226, subdivision (g), currently-employed members of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code section 226.

86. Pursuant to Labor Code section 226, subdivisions (e) and/or (g), Plaintiff and members of the Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

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FIFTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE §§ 201, 202, 203

(By Plaintiff, individually, and on behalf of the Final Pay Class against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC and DOES 1 to 100, inclusive)

87. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

88. Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

89. Defendants have a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees according to amendment or proof.

90. Defendants willfully failed to pay Plaintiff and members of the Final Pay Class that are former employees their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

91. Defendants' willful failure to pay wages to Plaintiff and members of the Final Pay Class that are former employees violates Labor Code section 203 because Defendants knew or should have known such wages were due, but Defendants failed to pay them.

92. Thus, Plaintiff and members of the Final Pay Class are entitled to recovery pursuant to Labor Code section 203.

SIXTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(By Plaintiff, individually, and on behalf of the Classes against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC and DOES 1 to 100, inclusive)

93. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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94. Business & Professions Code section 17200 provides in pertinent part “unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice.”

95. Defendants are a “person” as defined under Business & Professions Code section 17201.

96. Business & Professions Code section 17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

97. Business & Professions Code section 17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

98. Defendants have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions Code section 17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiff and members of the Classes of the minimum working standards and conditions due to them under the Labor Code and/or the IWC_Wage Orders, as specifically described herein.

99. Defendants have engaged in unfair business practices in California by practicing, employing and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

100. Defendants’ use of such practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants’ competitors.

101. Plaintiff and members of the Classes have suffered injury in fact and have lost money or property as a result of such unfair competition.

102. Plaintiff, individually, and on behalf of members of the Classes, seeks full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

103. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ and utilize the employment practices outlined in the preceding

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paragraphs.

104. Therefore, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

105. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendant.

SEVENTH CAUSE OF ACTION

VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")

(By Plaintiff, as an aggrieved employee and on behalf of the LWDA for all Aggrieved Employees against Defendants FLAMINGO ESTATE, FLAMINGO ESTATES ORGANIC, LLC and DOES 1 to 100, inclusive)

106. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully set forth herein.

107. Pursuant to Labor Code section 2698, *et seq*., Plaintiff seeks to recover all applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through a representative action on behalf of herself and all other aggrieved employees that work or worked for Defendants during the relevant time period.

108. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative action is not subject to the formalities required of a class action and class certification of PAGA claims is not required.

109. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited to represent the interests of all other aggrieved employees in in this PAGA representative action.

110. Pursuant to Labor Code section 2699(m), sixty-five percent (65%) of civil penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce Development Agency (hereinafter "LWDA") for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, and thirty-five percent (35%) shall be distributed to the aggrieved employees.

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111. Plaintiff's representative action alleges violations of certain Labor Code sections that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a) applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

112. On February 5, 2026 and February 10, 2026, Plaintiff complied with Labor Code section 2699.3(a) by electronically filing written notice with the LWDA and serving written notice, via certified mail, upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to have been violated by Defendants and Plaintiff's intent to pursue civil penalties against Defendants on behalf of herself and all other aggrieved employees pursuant to PAGA. Attached hereto as **Exhibit 1 and Exhibit 2** are true and correct copies of Plaintiff's notice letter.

113. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received… [u]pon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given… the aggrieved employee may commence a civil action pursuant to Section 2699."

114. Sixty-five calendar days have passed since Plaintiff served notice upon the LWDA and Defendants, and the LWDA did not provide notice of its intent to investigate Plaintiff's claims. Accordingly, Plaintiff exhausted her obligation to provide administrative notice and is authorized to commence this representative action seeking civil penalties on behalf of herself and all other aggrieved employees of Defendants.

115. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

116. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for which a civil penalty is not specifically provided, there is established a civil penalty that imposes a

penalty of one hundred dollars ($100) for each aggrieved employee per pay period for each violation.

117. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of herself and aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 226.8, 510, 512, 1194, 1197, 1198, and 1199 during the statutory period as set forth below:

118. For violations of Labor Code section 201, 202, 203, 226.7, 510, 512, 1194, 1197 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for each initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation;

119. For violations of Labor Code section 204, Labor Code section 210 imposes a civil penalty of one hundred dollars ($100) for each aggrieved employee for each initial violation that was neither willful nor intentional, and two hundred dollars ($200) for each aggrieved employee, for each subsequent violation, regardless of whether the subsequent violation was willful or intentional;

120. For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty, in addition to any other penalty provided by law, of two hundred fifty dollars ($250) per aggrieved employee for the first violation, and one thousand dollars ($1,000) per aggrieved employee for each subsequent violation.

121. For violations of Labor Code section 226.8, Labor Code section 226.8 imposes a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law. If it is found that there is a pattern or practice of these violations, Labor Code section 226.8 imposes a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law.

122. Defendants violated Labor Code section 226.8 by improperly classifying Plaintiff and aggrieved employees as independent contractors when they should have been classified as non-exempt employees. Thus, pursuant to Labor Code section 226.8, Defendants are subject to a civil

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penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation. If it is found that there is a pattern or practice of these violations, Defendants are subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation.

123. Defendants violated Labor Code sections 204, 510, 1194, 1197, and 1198 by not paying Plaintiff and aggrieved employees all wages owed for all hours worked including overtime for each pay period. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for each violation.

124. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiff and all other aggrieved employees an opportunity to take timely off-duty and uninterrupted thirty minute meal periods for every five hours worked, including timely off-duty and uninterrupted thirty minute long meal periods before the end of the fifth hour of work, and by failing to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for each day a compliant meal period was not provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for each violation.

125. Defendants violated Labor Code section 226.7 by denying Plaintiff and all other aggrieved employees of Defendants a ten minute off-duty rest period for every four hours worked, or major fraction thereof, and by failing to provide a premium wage equivalent to an additional hour of pay at the regular rate of pay for each workday that a compliant rest period was not provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for each violation.

126. Defendants violated Labor Code section 226(a) by failing to provide Plaintiff and aggrieved employees with accurate itemized wage statements correctly identifying, among other things, the total hours worked, wages earned, the correct amount of net wages earned, and the correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart from any

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other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the amount of two hundred and fifty dollars ($250) per aggrieved employee per violation in an initial citation and one thousand dollars ($1,000) per aggrieved employee for each violation in a subsequent citation.

127. Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to timely pay Plaintiff and aggrieved employees all wages owed upon separation of employment by failing to pay all overtime compensation, and Defendants' failure to pay meal and rest period premium wages owed. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for each violation.

128. At all material times, Defendants were Plaintiff and all other aggrieved employees' employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil penalties provided for under Labor Code section 558 are in addition to any other civil penalty provided by law.

129. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil penalty of fifty dollars ($50) for each initial violation and one hundred dollars ($100) for each subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff and all other aggrieved employees of Defendants were not paid all wages owed as a result of Defendants' failure to pay wages owed for all overtime, as alleged herein.

130. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil penalty of fifty dollars ($50) for each initial violation and one hundred dollars ($100) for each subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all other aggrieved employees of Defendants were not provided with a compliant timely off-duty and uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours worked, or major fraction thereof, as alleged herein.

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131. Defendants violated Labor Code section 1198 by failing to comply with the maximum hours of work and the standards conditions of labor fixed by the IWC under the "Hours and Days of Work", the "Meal Period", the "Rest Period" and "Record" sections of the applicable IWC Wage Order, by failing to provide compliant meal periods, failing to pay meal periods premium wages, failing to provide compliant rest periods, failing to pay rest period premium wages, failing to keep and provide accurate records, and failing to timely pay owed wages upon separation of employment, as alleged herein. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty in the amount of one hundred dollars ($100) for each aggrieved employee per pay period for each violation.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

That the Court issue an Order certifying the Classes herein, appointing Plaintiff as representative of all others similarly situated, and appointing the law firm representing Plaintiff as counsel for the members of the Classes;

<u>As to the First Cause of Action for Failure to Pay Overtime</u>:

a. For recovery of the full amount of unpaid wages in an amount to be proven at trial and interest thereon, applicable penalties, liquidated damages, and costs of suit including attorney's fees;

<u>As to the Second Cause of Action for Failure to Provide Meal Periods</u>:

b. For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a full meal period was not provided;

c. For pre-judgment interest as authorized by Labor Code section 218.6 and Civil Code section 3287;

d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5;

<u>As to the Third Cause of Action for Failure to Provide Rest Periods</u>:

e. For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a full rest period was not provided;

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f. For pre-judgment interest as authorized by Labor Code section 218.6 and Civil Code section 3287;

g. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5;

As to the Fourth Cause of Action for Failure to Provide Complete and Accurate Itemized Wage Statements:

h. For recovery as authorized by Labor Code section 226(e);

i. For an award of costs and reasonable attorneys' fees pursuant to Labor Code section 226, subdivision (e) and/or subdivision (g);

As to the Fifth Cause of Action for Violations of Labor Code section 203:

j. For recovery as authorized by Labor Code section 203;

As to the Sixth Cause of Action for Unfair Business Practices:

k. For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

l. For an Order requiring Defendants to identify each of the members Classes by name, home address, and home telephone number;

m. For an Order requiring Defendants to make full restitution and payment pursuant to California law;

n. For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

o. For all other appropriate injunctive, declaratory and equitable relief;

p. For interest to the extent permitted by law;

q. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to Code of Civil Procedure section 1021.5, Business & Professions Code section 17200, *et seq*., Labor Code section 1194 and/or any other applicable provision of law;

As to the Seventh Cause of Action for Violation of PAGA:

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r. For all civil penalties authorized by Labor Code section 2698, *et seq.*;

s. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty dollars ($250) per aggrieved employee for the first violation, and one thousand dollars ($1,000) per aggrieved employee for each subsequent violation;

t. 121. For civil penalties under Labor Code section 226.8 in the amount of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation. If it is found that there is a pattern or practice of these violations, civil penalties under Labor Code section 226.8 in the amount of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation;

u. For civil penalties under Labor Code section 210 in the amount of one hundred dollars ($100.00) for each aggrieved employee for each initial violation that was neither willful nor intentional, and two hundred dollars ($200.00) for each aggrieved employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each subsequent violation, regardless of whether the subsequent violation was willful or intentional;

v. For civil penalties under Labor Code section 2699(f), for Labor Code violations without a specific civil penalty, in the amount of one hundred dollars ($100.00) for each aggrieved employee per pay period for each violation;

w. For civil penalties under Labor Code section 558, as follows: (1) for an initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid; and (2) for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid;

x. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), or other applicable laws, and pre-judgment and post-judgment interest as provided by law;

<u>As to All Causes of Action:</u>

y. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and costs incurred.

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DATED: April 16, 2026 BOUCHER LLP

By: ______________________________
RAYMOND P. BOUCHER
ALEXANDER GAMEZ

Attorneys for Plaintiff Juana Ortega

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims alleged in Plaintiff's Complaint to the fullest extent authorized by law.

DATED: April 16, 2026

BOUCHER LLP

By: ______________________________

RAYMOND P. BOUCHER
ALEXANDER GAMEZ

Attorneys for Plaintiff Juana Ortega

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PROOF OF SERVICE

Ortega v. Flamingo Estate, et al.
Case No. 26STCV06864

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

On April 17, 2026, I served true copies of the following document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to Code of Civil Procedure section 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be sent from e-mail address yue@boucher.la to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 17, 2026, at Woodland Hills, California.

Tricia Yue

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SERVICE LIST
Ortega v. Flamingo Estate, et al.
Case No. 26STCV06864

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EXHIBIT 1

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February 5, 2026

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
https://dir.tfaforms.net/308

VIA CERTIFIED MAIL

Flamingo Estate
5634 North Figueroa St
Los Angeles, CA 90042

Flamingo Estates Organic LLC
c/o Agent for Service of Process
Richard Christiansen
801 Tipton Terrace
Los Angeles, CA 90042

Re: *Ortega v. Flamingo Estate, et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 ("PAGA" or "the Act") (Lab. Code § 2698 *et seq*.), this letter shall serve as written notice of claims for civil penalties that will be pursued by Ms. Juana Ortega as proxy for the Labor and Workforce Development Agency ("LWDA") on behalf of all non-exempt aggrieved employees employed by Flamingo Estate and Flamingo Estates Organic LLC (jointly "Flamingo") either directly and/or through staffing agencies in California during the statutory period, against Flamingo.

Flamingo is a Los Angeles based luxury brand that sells luxury, garden-inspired products including bath, body, and food items. Flamingo's operational headquarters are located at 5634 North Figueroa St, Los Angeles, CA 90042. Ms. Ortega was employed by Flamingo as a Packer from approximately October 2024 to January 30, 2026. Pursuant to California law, Flamingo was at all relevant times Ms. Ortega's employer during the statutory period.

In her representative action, Ms. Ortega will seek civil penalties pursuant to PAGA as a result of Flamingo's failure to: (1) compensate for all hours worked, including overtime (Lab. Code §§ 204, 510, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (4) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (5) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

Labor Code section 1194(a) states, "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1197 states, in pertinent part, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful."

Labor Code section 1198 states, in pertinent part, "The employment of any employee… under conditions of labor prohibited by the [Wage Order] is unlawful."

In relevant part, Section 2 of the applicable Wage Order states that, "Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work."

In relevant part, Section 4 of the applicable Wage Order states that, "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise."

Upon information and belief, during Ms. Ortega's employment, Flamingo failed and fails to compensate her and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to Flamingo's policy and practice of failing to pay Ms. Ortega and aggrieved employees 1.5 times their hourly rate of pay for any for overtime work. For example, from 12/1/25 to 12/7/25 Ms. Ortega was paid at a base rate of $22 and was paid overtime at $26. Given Ms. Ortega's $22 base rate, her overtime rate should have been $33. Flamingo's failure to properly calculate the overtime rate resulted in significant underpayment of wages. This miscalculation was not an isolated event as it also occurred in other workweeks. *See* **Figure 1**. Additionally, on information and belief, on at least one occasion, Ms. Ortega was only paid once during the month, and to exacerbate the issue, Flamingo paid her through an invoice in lieu of issuing a proper wage statement.

Figure 1

Description	Rate	Hours	Amount
12/1 - 12/7			
DTC - Packer	$22	40	$880.00
DTC - Packer (Overtime)	$26	30.57	$794.82
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12/29 - 12/31			
DTC - Packer	$20	24	$480.00
DTC - Packer (Overtime)	$24	7.7	$184.80

Accordingly, Ms. Ortega, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

<u>FAILURE TO PROVIDE MEAL PERIODS</u>
(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the "Meal Periods" Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes… [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived."

Labor Code section 1198 states, in pertinent part, "The employment of any employee… under conditions of labor prohibited by the [Wage Order] is unlawful."

In relevant part, Section 2 of the applicable Wage Order states that, "Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work."

Section 11 of the applicable Wage Order provides that:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on-duty" meal period and counted as time worked. An "on-duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer's regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, Flamingo failed and fail to provide Ms. Ortega and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, due to the high volume of work during the holiday season, Ms. Ortega regularly worked shifts exceeding 12 hours without proper meal periods and was not paid meal period premiums.

Accordingly, Ms. Ortega, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the "Rest Periods" Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, "The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, "[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time."

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, Flamingo's policies and practices failed and fails to provide Ms. Ortega and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. Ms. Ortega and other employees typically worked and work eight hours per day, and Flamingo's policies and practices routinely prevented and prevent them from taking the off-duty ten-minute rest breaks they are entitled to by making Ms. Ortega and other aggrieved employees either miss their rest periods altogether, work through their rest periods, take untimely rest periods, or take shortened rest periods.

Accordingly, Ms. Ortega, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of $250.00 per employee per violation in an initial citation and $1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Flamingo failed to furnish accurate wages statements to Ms. Ortega and aggrieved employees. For example, Ms. Ortega's wage statements fail to reflect the total hours worked and also do not itemize all applicable deductions. Additionally, as a result of the alleged violations discussed above, Flamingo furnished wage statements to Ms. Ortega and aggrieved employees that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.

Accordingly, Ms. Ortega on behalf of herself and aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT
(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states, in pertinent part, "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203 provides that an employee's wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, Flamingo willfully failed and fail to provide aggrieved employees all wages due and owed upon separation of employment. For example, Plaintiff's employment with Flamingo ended on January 30, 2026 and she has yet to receive her final paycheck as of the date of this correspondence. Moreover, by furnishing aggrieved employees with a final check that failed to include all earned and owed wages and meal and rest period premiums – as described above, Flamingo violated Labor Code sections 201 or 202.

Accordingly, Accordingly, Ms. Ortega on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS
(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of $50 for any initial violation for each pay period in which an employee is underpaid, and $100 for each subsequent violation.

As set forth above, Flamingo failed to pay all overtime compensation and provide Ms. Ortega and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Ms. Ortega, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Ortega's employment with Flamingo, including but not limited to wage statements and Ms. Ortega's confirmation of Flamingo's unlawful practices and policies. As a result of the foregoing violations, Ms. Ortega is entitled to file a Complaint and invoke the protections of the Act. Ms. Ortega has placed Flamingo on notice by mailing a certified copy of this notice to their corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: ______________________________
Alexander Gamez, Esq.

cc via email:
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Garen Majarian
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18250 Ventura Boulevard
Tarzana, California 91356
sahag@majarianlawgroup.com
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EXHIBIT 2

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February 10, 2026

ELECTRONICALLY FILED

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Oakland, California 94612
https://dir.tfaforms.net/308

VIA CERTIFIED MAIL

Flamingo Estate
5634 North Figueroa St
Los Angeles, CA 90042

Flamingo Estates Organic LLC
c/o Agent for Service of Process
Richard Christiansen
801 Tipton Terrace
Los Angeles, CA 90042

Re: *Ortega v. Flamingo Estate, et al.*
Amended Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 ("PAGA" or "the Act") (Lab. Code § 2698 *et seq.*), this letter shall serve as an amended written notice of claims for civil penalties that will be pursued by Ms. Juana Ortega as proxy for the Labor and Workforce Development Agency ("LWDA") on behalf of all non-exempt aggrieved employees employed by Flamingo Estate and Flamingo Estates Organic LLC (jointly "Flamingo") either directly and/or through staffing agencies in California during the statutory period, against Flamingo.

Ms. Ortega amends her notice to put Flamingo on notice that it is further responsible for the Labor Code violations alleged to have been committed below by reason of its improper classification of Ms. Ortega as an independent contractor. Given the nature of Ms. Ortega's employment with Flamingo, she instead should have been classified as a non-exempt employee subject to the protections and provisions of the California Labor Code and applicable IWC Wage Orders.

Flamingo is a Los Angeles based luxury brand that sells luxury, garden-inspired products including bath, body, and food items. Flamingo's operational headquarters are located at 5634 North Figueroa St, Los Angeles, CA 90042. Ms. Ortega was employed by Flamingo as a Packer from approximately October 2024 to January 30, 2026. Pursuant to California law, Flamingo was at all relevant times Ms. Ortega's employer during the statutory period.

In her representative action, Ms. Ortega will seek civil penalties pursuant to PAGA as a result of Flamingo's failure to: (1) compensate for all hours worked, including overtime (Lab. Code §§ 204, 510, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (4) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (5) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR

(Labor Code §§ 226.8, and 2699)

Pursuant to Labor Code section 226.8, it is unlawful for any person or employer to willfully misclassify an individual as an independent contractor. Lab. Code § 226.8(a)(1).

If the LWDA or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law. Lab. Code § 226.8(b).

If the LWDA or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law. Lab. Code § 226.8(c).

Labor Code section 226.8(e) states that if the LWDA or a court issues a determination that a person or employer has violated subdivision (a), the agency or court, in addition to any other remedy that has been ordered, shall order the person or employer to display prominently on its internet web site, in an area which is accessible to all employees and the general public, or, if the person or employer does not have an internet web site, to display prominently in an area that is accessible to all employees and the general public at each location where a violation of subdivision (a) occurred, a notice that sets forth all of the following:

(1) That the Labor and Workforce Development Agency or a court, as applicable, has found that the person or employer has committed a serious violation of the law by engaging in the willful misclassification of employees.

(2) That the person or employer has changed its business practices in order to avoid committing further violations of this section.

(3) That any employee who believes that he or she is being misclassified as an independent contractor may contact the Labor and Workforce Development Agency. The notice shall include the mailing address, email address, and telephone number of the agency.

(4) That the notice is being posted pursuant to a state order.

Labor Code section 226.8(f) further states that in addition to including the information specified in subdivision (e), a person or employer also shall satisfy the following requirements in preparing the notice:

(1) An officer shall sign the notice.

(2) It shall post the notice for one year commencing with the date of the final decision and order.

Pursuant to *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, 964 " [U]nless the hiring entity establishes (A) that the worker is 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, (B) that the worker performs work that is outside the usual course of the hiring entity's business, and (C) that the worker is customarily engaged in an independently established trade, occupation, or business, the worker should be considered an employee and the hiring business an employer under the suffer or permit to work standard in wage orders. The hiring entity's failure to prove any one of these three prerequisites will be sufficient in itself to establish that the worker is an included employee, rather than an excluded independent contractor, for purposes of the wage order."

Upon information and belief, from approximately September of 2025 to January 30, 2026, Ms. Ortega worked at the control and direction of Flamingo as a Packer at Flamingo's facilities. Further, Ms. Ortega did not perform work outside the usual course of Flamingo's business as she was fulfilling the company's primary mission, packing its products so they could be sent to its customers. Thus, it is evident that Ms. Ortega was an employee of Flamingo during this timeframe.

Accordingly, Ms. Ortega was improperly classified as independent contractor when she should have been classified as non-exempt employee subject to the provisions of the California Labor Code and applicable IWC Wage Order.

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

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In relevant part, Section 2 of the applicable Wage Order states that, "Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work."

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Upon information and belief, based upon Flamingo's policy and practice regarding the misclassification of employees as independent contractors, Flamingo failed and fails to compensate Ms. Ortega and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to Flamingo's policy and practice of failing to pay Ms. Ortega and aggrieved employees 1.5 times their hourly rate of pay for any for overtime work. For example, from 12/1/25 to 12/7/25 Ms. Ortega was paid at a base rate of $22 and was paid overtime at $26. Given Ms. Ortega’s $22 base rate, her overtime rate should have been $33. Flamingo’s failure to properly calculate the overtime rate resulted in significant underpayment of wages. This miscalculation was not an isolated event as it also occurred in other workweeks. *See* **Figure 1**. Additionally, on information and belief, on at least one occasion, Ms. Ortega was only paid once during the month, and to exacerbate the issue, Flamingo paid her through an invoice in lieu of issuing a proper wage statement.

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Accordingly, Ms. Ortega, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

<u>FAILURE TO PROVIDE MEAL PERIODS</u>

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

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(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer's regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, based upon Flamingo's policy and practice regarding the misclassification of employees as independent contractors, Flamingo failed and fail to provide Ms. Ortega and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, due to the high volume of work during the holiday season, Ms. Ortega regularly worked shifts exceeding 12 hours without proper meal periods and was not paid meal period premiums.

Accordingly, Ms. Ortega, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

<u>FAILURE TO PROVIDE REST PERIODS</u>

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Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, "[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time."

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, based upon Flamingo's policy and practice regarding the misclassification of employees as independent contractors, Flamingo failed and fails to provide

Ms. Ortega and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. Ms. Ortega and other employees typically worked and work eight hours per day, and Flamingo's policies and practices routinely prevented and prevent them from taking the off-duty ten-minute rest breaks they are entitled to by making Ms. Ortega and other aggrieved employees either miss their rest periods altogether, work through their rest periods, take untimely rest periods, or take shortened rest periods.

Accordingly, Ms. Ortega, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of $250.00 per employee per violation in an initial citation and $1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Due to Flamingo's policy and practice regarding the misclassification of employees as independent contractors, Flamingo failed to furnish accurate wages statements to Ms. Ortega and aggrieved employees. Moreover, Ms. Ortega's wage statements fail to reflect the total hours worked and also do not itemize all applicable deductions. Additionally, as a result of the alleged violations discussed above, Flamingo furnished wage statements to Ms. Ortega and aggrieved employees that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.

Accordingly, Ms. Ortega on behalf of herself and aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT
(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states, in pertinent part, "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203 provides that an employee's wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, based upon Flamingo's policy and practice regarding the misclassification of employees as independent contractors, Flamingo willfully failed and fail to provide aggrieved employees all wages due and owed upon separation of employment. For example, Plaintiff's employment with Flamingo ended on January 30, 2026 and she has yet to receive her final paycheck as of the date of this correspondence. Moreover, by furnishing aggrieved employees with a final check that failed to include all earned and owed wages and meal and rest period premiums – as described above, Flamingo violated Labor Code sections 201 or 202.

Accordingly, Accordingly, Ms. Ortega on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS
(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of $50 for any initial violation for each pay period in which an employee is underpaid, and $100 for each subsequent violation.

As set forth above, Flamingo failed to pay all overtime compensation and provide Ms. Ortega and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Ms. Ortega, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Ortega's employment with Flamingo, including but not limited to wage statements and Ms. Ortega's confirmation of Flamingo's unlawful practices and policies. As a result of the foregoing violations, Ms. Ortega is entitled to file a Complaint and invoke the protections of the Act. Ms. Ortega has placed Flamingo on notice by mailing a certified copy of this notice to their corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: ______________________
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