BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
Facsimile 818.340.5401

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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
12/8 - 12/14			
DTC - Packer	$20	40	$800.00
DTC - Packer (Overtime)	$24	23.87	$572.88
12/15 - 12/21			
DTC - Packer	$20	40	$800.00
DTC - Packer (Overtime)	$24	19.07	$457.68
12/12 - 12/28			
DTC - Packer	$20	32	$640.00
DTC - Packer (Overtime)	$24	7.57	$181.68
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.

FAILURE TO PROVIDE MEAL PERIODS
(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:
Sahag Majarian II
Garen Majarian
Majarian Law Group, APC
18250 Ventura Boulevard
Tarzana, California 91356
sahag@majarianlawgroup.com
garen@majarianlawgroup.com