COLBY LAW FIRM, PC

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March 21, 2026

SENT VIA ONLINE SUBMISSION

California Department of Industrial Relations
Labor and Workforce Development Agency
Attention: PAGA Administrator

SENT VIA EMAIL & CERTIFIED U.S. MAIL

Unlimited Enterprises, LLC
Roderick Henley, Owner & Operator, Agent for Service (_)
5302 S. Chartion Avenue
Los Angeles, California 90056

RE: ***Cameron Griffin v. Unlimited Enterprises, LLC; Roderick Henley***
PAGA Notice to LWDA

California Labor & Workforce Development Agency:

Colby Law Firm, PC represents aggrieved former employee Cameron Griffin ("Plaintiff") in connection with Plaintiff's claims pursuant to the California Labor Code against Unlimited Enterprises, LLC and Roderick Henley ("Defendant").

This letter is written notice to the California Labor & Workforce Development Agency ("LWDA") as required by the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA"), including, without limitation, California Labor Code §§ 2699(a), 2699(g)(1), and 2699.3(a) and (c), and/or any other applicable provision of statute, rule, or law ("Notice").

Plaintiff worked for Defendant as a non-exempt employee. Because of the allegations set forth herein, Defendant has violated numerous provisions of the California Labor Code.

This Notice is the representative (the Colby Law Firm) of the aggrieved employee (Plaintiff) giving written notice by online filing with the LWDA and by certified mail to the employer (Defendant) of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation, pursuant to California Labor Code §§ 2699.3(a)(1)(A) and/or (c)(1)(A).

This Notice is intended to exhaust the pre-litigation requirements set forth under PAGA. It is the intention of Colby Law Firm, PC to bring the appropriate claims under PAGA should the LWDA not address these matters within the proscribed time under California Labor Code §§ 2699.3(a)(2) and (c)(2).

This Notice is subject to and without waiver of the rights and remedies of Plaintiff and Aggrieved Employees, and is not an express statement of all facts and circumstances concerning this Matter.

A. Submission of Notice

This Notice is submitted online to the LWDA, with a copy sent by certified mail to Defendant. Accompanying this Notice is the $75 filing fee to the LWDA, pursuant to California Labor Code §§ 2699.3(a)(1)(B) and/or (c)(1)(B). Please advise Colby Law Firm immediately if the fee was not received so that it may be resent.

B. Notice To Company On Behalf Of Aggrieved Employees

This Notice is hereby given to and is made against Unlimited Enterprises LLC and Roderick Henley and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California ("Defendant").

This Notice is made on behalf of all persons who are, were, or will be employees of Defendant or any related or alter ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter and at any location within the State of California ("Aggrieved Employees.")

C. Alleged Violations Of The California Labor Code With Facts And Theories In Support

The alleged violations of the California Labor Code and the facts and theories to support each are as follows.

1. Facts And Theories

Plaintiff, through their representative, intends to pursue civil penalties under PAGA against Defendant, on behalf of themself and all Aggrieved Employees, based on the factual allegations and theories below.[1]

Plaintiff is informed and believes that the Aggrieved Employees experienced the same factual allegations as Plaintiff experienced, and that these factual allegations continue through the present.

Defendant. Defendant Unlimited Enterprises, LLC[2] operates a third-party delivery service for Amazon at 4841 N San Fernando Road, Los Angeles, California 90039 (the "worksite").

Plaintiff's Hire & Job Details. On or about August 14, 2024, Defendant hired Plaintiff Cameron Griffin as an employee in the job position of Delivery Driver to work at the worksite.

Defendant classified Plaintiff as a "non-exempt" employee paid $21.50 per hour.

Plaintiff's job duties were to delivery Amazon packages to Amazon customers.

Plaintiff's work schedule was typically four to five days a week.

Plaintiff reported to HR/Manager [redacted], Owner/Operator [redacted], and General Manager [redacted].

On May 13, 2025, Plaintiff complained to dispatch that [redacted] was harassing him while on his paid lunch break.

Termination. On May 21, 2025, Plaintiff noticed he was locked out of the ADP payroll system. Plaintiff received an email from [redacted] that Plaintiff's "*employment has been terminated, effective May 23, 2025.*"

Meal Break Violations. Defendant failed to provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other things according to proof: Plaintiff was "on-call" during meal breaks; Defendant automatically deducted unpaid meal break time from Plaintiff's time worked even though Plaintiff performed work during such time; Defendant rounded Plaintiff's clock in and out times

[1] *See Huff v. Securitas Security Services, USA, Inc.*, 23 Cal.App.5th 745 (2018) (PAGA plaintiffs who may have suffered just one alleged Labor Code violation are allowed to pursue penalties for any number of additional alleged Labor Code violations that affected other employees and not the plaintiff).

[2] https://safer.fmcsa.dot.gov/query.asp?searchtype=ANY&query_type=queryCarrierSnapshot&query_param=USDOT&original_query_param=NAME&query_string=3468818&original_query_string=BOXES%20ON%20THE%20MOVE

for the start and end of meal breaks; Plaintiff's meal breaks were not timely; Plaintiff's meal breaks were interrupted; Plaintiff's meal breaks were less than the full 30 minutes.

Rest Break Violations. Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof. For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; and/or Plaintiff's rest breaks were less than the full 10 minutes.

Unreimbursed Expenses. Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including: mobile device usage costs and travel costs, such as parking and moving citations.

Wage Statements. Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

Final Pay. Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as meal and rest period premium wages.

2. <u>Violations Of The California Labor Code</u>

Plaintiff, through their representative, intends to pursue civil penalties under PAGA against Defendant, on behalf of themself and all Aggrieved Employees, for violations of the below provisions of the California Labor Code, based on the facts and theories set forth above:

1. Labor Code § 226.7. Failure to provide rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
2. Labor Code §§ 226.7 and 512. Failure to provide meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the meal periods.
3. Labor Code § 256. Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
4. Labor Code § 1174. Failure to maintain compliant employee and payroll records.
5. Labor Code § 1199. Violation of an order of the Industrial Welfare Commission.
6. Labor Code § 1198. Violation of the following sections of orders of the Industrial Welfare Commission for conditions of labor prohibited by such:
    a. Wage Order 1-2001 (or other applicable Wage Order), Section 11, requiring an employer to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.

b. Wage Order 1-2001 (or other applicable Wage Order), Section 12, requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.

7. Labor Code § 2802. Failure to reimburse necessary business expenses.

This Notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code or regulations thereunder which might be discovered as a result of reasonable and diligent investigation made pursuant to this Notice.

D. Conclusion

Colby Law Firm, PC believes that this Notice, including any enclosures, provides sufficient facts and theories to support each of the alleged violations. However, if any additional facts or theories to support the allegations in this Notice are required per law, please do not hesitate to contact Colby Law Firm, PC.

Please advise if the LWDA will proceed with an investigation of the allegations raised in this Notice, or if Plaintiff, through their representative, may proceed with private litigation against Defendant on behalf of Aggrieved Employees for the alleged violations in this Notice.

All legal, contractual, and equitable rights are expressly reserved and not waived.

Very truly yours,

Aaron Colby, Esq.
COLBY LAW FIRM, PC