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Via Upload to the LWDA Website and U.S. Certified Mail

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

TO: California Labor and Workforce Development Agency; Flight Crew Systems, Inc. dba LOFT

Christopher Lamaku, on behalf of himself, others similarly situated, and the general public v. Flight Crew Systems, Inc. dba LOFT

Factual Statement and Theories of Labor Code Violations

Christopher Lamaku worked for Flight Crew Systems, Inc. dba LOFT ("LOFT") in California. Mr. Lamaku performed services for LOFT in San Diego County. Mr. Lamaku stopped performing work for LOFT in approximately July 2025.

Mr. Lamaku gives notice of his intent to file a lawsuit for violations of the Private Attorneys General Act of 2004 ("PAGA") for LOFT's failure to comply with California's wage and hour requirements on behalf of himself and similarly aggrieved employees.

LOFT offers professional flight training using simulators. LOFT utilizes workers such as Mr. Lamaku and the aggrieved employees to perform this flight training for its customers. LOFT classifies these workers as independent contractors rather than employees. Yet, these workers work under LOFT's direction and control, perform work that is within LOFT's usual course of business, and are not customarily engaged in an independently established business that provides work of the same nature as the work being performed.

Moreover, these workers do not hold themselves out as being engaged in an occupation or business distinct from that of LOFT; the work performed by these individuals is a regular and integral part of LOFT's business; LOFT provides the simulators and the location the work is performed at; LOFT trains the workers prior to them performing the work; LOFT schedules the workers to work particular schedules; and the workers cannot hire their own employees.

These claims are for Mr. Lamaku and the aggrieved employees who were classified by LOFT as independent contractors. By misclassifying Mr. Lamaku and the aggrieved employees as independent contractors, LOFT has sought to avoid its legal obligations as an "employer" of Mr. Lamaku and the aggrieved employees under the California Labor Code. Pursuant to its misclassification of Mr. Lamaku and the aggrieved employees, LOFT has sought to avoid and has violated, among other things, its duty to provide meal and rest periods, pay all wages owed for all hours worked, and provide reimbursements for business related expenses. LOFT may not lawfully avoid these legal obligations by labeling workers like Mr. Lamaku and the aggrieved employees as an "independent contractor," when the nature of that engagement is an employment one.

I. <u>LOFT Fails to Pay Straight, Regular/Minimum Rate Wages for All Work Performed</u>

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provide a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

Section 1197.1 of the *California Labor Code* states "[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203." Under section 1194 of the California Labor Code, employees paid less than the state minimum wage are entitled to recover all minimum wage owed, plus attorneys fees and interest. Industrial Welfare Commission Order No. 5-2001 section 4(B) states "[e]very 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." Under California Labor Code section 1194.2, an employee receiving less than the state minimum wage, is also entitled to recover liquidated damages in an amount equal to the amount of minimum wage owed.

In addition, IWC Wage Order 5-2001 section (5) requires employers to pay "reporting time pay." "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, but in no event for less than two (2) house nor more than four (4) house, at the employee's regular rate of pay, which shall not be less than the minimum wage." IWC Wage Order 5-2001(5); *see also Ward v. Tilly's Inc.* (2019) 31 Cal.App.5th 1167, 1182 (clarifying that telephonic reporting triggers reporting time pay requirements just as in-person reporting does). If an employee is required to report to work a second time in any one workday and is furnished less than two hours of work on the second reporting, he or she must be paid for two hours at his or her regular rate of pay, which shall not be less than the minimum wage.

LOFT has a continuous policy of not compensating Mr. Lamaku and similarly aggrieved employees for all hours worked. Specifically, LOFT has a continuous and consistent policy of requiring employees to work after before clocking in, after clocking out, and any other time during the shift where Mr. Lamaku and the aggrieved employees are subject to work duties and/or LOFT's control and direction. Mr. Lamaku and the aggrieved employees are not paid for this time.

LOFT fails to pay Mr. Lamaku and the aggrieved employees for training time. LOFT requires Mr. Lamaku and the aggrieved employees to undergo unpaid training put on by LOFT. The training consists of six days of ground school followed by simulator training. The length of simulator training varies depending on simulator availability.

In addition, LOFT requires Mr. Lamaku and the aggrieved employees to arrive ten minutes prior to the start of a simulator session in order to meet with the instructor and client. This time is not paid by LOFT.

Further, LOFT requires Mr. Lamaku and the aggrieved employees to participate in pre- and post-briefings. This time is not paid by LOFT.

If a simulator session is cancelled and Mr. Lamaku's and the aggrieved employees' shift is no longer needed, LOFT fails to pay Mr. Lamaku and the aggrieved employees reporting time pay. At times, Mr. Lamaku and the aggrieved employees will not find out that their shift is cancelled until they arrive to LOFT's work location.

LOFT committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Mr. Lamaku and the aggrieved employees. LOFT acted with malice or in conscious disregard of Mr. Lamaku's and the aggrieved employees' rights.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510 and 1194.

II. <u>LOFT Fails to Pay All Overtime Wages Owed</u>

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* section 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

California Labor Code section 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

LOFT failed to pay overtime when Mr. Lamaku and the aggrieved employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week. LOFT failed to pay Mr. Lamaku and the aggrieved employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week.

Mr. Lamaku and the aggrieved employees were deprived of wages for all overtime hours worked because LOFT failed to pay them overtime wages for all overtime hours worked. This resulted in Mr. Lamaku and the aggrieved employees not being paid all overtime wages owed to them.

In addition, Mr. Lamaku and the aggrieved employees were deprived of overtime wages because LOFT failed to pay them double time when they worked over ten hours in a day. This resulted in Mr. Lamaku and the aggrieved employees not being paid all overtime wages owed to them.

LOFT has a continuous policy of not compensating Mr. Lamaku and similarly aggrieved employees for all hours worked. Specifically, LOFT has a continuous and consistent policy of requiring employees to work after before clocking in, after clocking out, and any other time during the shift where Mr. Lamaku and the aggrieved employees were subject to LOFT's direction and control. Mr. Lamaku and the aggrieved employees are not paid for this time. When Mr. Lamaku and the aggrieved employees work over eight hours in a shift, these unpaid wages are owed at the overtime rate of pay.

LOFT fails to pay Mr. Lamaku and the aggrieved employees for training time. LOFT requires Mr. Lamaku and the aggrieved employees to undergo unpaid training put on by LOFT. The training consists of six days of ground school followed by simulator training. The length of simulator training varies depending on simulator availability. When Mr. Lamaku and the aggrieved employees work over eight hours in a shift, these unpaid wages are owed at the overtime rate of pay.

In addition, LOFT requires Mr. Lamaku and the aggrieved employees to arrive ten minutes prior to the start of a simulator session in order to meet with the instructor and client. This time is not paid by LOFT. When Mr. Lamaku and the aggrieved employees work over eight hours in a shift, these unpaid wages are owed at the overtime rate of pay.

Further, LOFT requires Mr. Lamaku and the aggrieved employees to participate in pre- and post-briefings. This time is not paid by LOFT. When Mr. Lamaku and the aggrieved employees work over eight hours in a shift, these unpaid wages are owed at the overtime rate of pay.

Mr. Lamaku and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in

California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

III. **LOFT Failed to Provide Lawful Meal Periods**

Under *California Labor Code* section 512 no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

LOFT fails to record the time that Mr. Lamaku and the aggrieved employees take meal periods.

LOFT breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, LOFT failed to provide Mr. Lamaku and the aggrieved employees with meal periods within the first five continuous hours of work.

Additionally, LOFT failed to provide second meal periods to Mr. Lamaku and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Lamaku and the aggrieved employees are required to work over ten hour shifts but never received second meal periods.

By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, LOFT willfully violated the provisions of *Labor Code* sections 226.7 and 512.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Lamaku has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* sections 226.7 and 512.

IV. LOFT Failed to Provide Lawful Rest Periods

LOFT has had a consistent policy and/or practice of not providing duty free paid ten-minute paid rest periods for every four hours worked, or a major fraction thereof, to Mr. Lamaku and the aggrieved employees.

Industrial Welfare Commission Order No. 5-2001 section 12(A) states "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof."

LOFT has had a consistent policy and/or practice of not providing paid rest periods to Mr. Lamaku and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Lamaku and the aggrieved employees are required to work over ten hour shifts but never received first, second, third, or fourth rest breaks.

By failing to provide rest periods for every four hours or major fraction thereof worked per day by non-exempt employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, LOFT willfully violated the provisions of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 12(A).

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a non-exempt employee who was unlawfully deprived of paid ten-minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Lamaku has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 and Industrial Welfare Commission Order No. 5-2001 section 20 for violations of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 12(A).

V. LOFT Failed to Pay All Wages Due at Termination and During Employment

LOFT willfully failed to pay, in a timely manner, wages owed to the aggrieved employees who left LOFT's employ or who were terminated.

The aggrieved employees who ended their employment with LOFT during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *Labor Code* sections 201 through 203.

At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two hours thereafter, unless the employee has given seventy-two hours' 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.

During the relevant time period, LOFT intentionally and willfully failed to pay the aggrieved employees who are no longer employed by LOFT their wages, that were earned and unpaid, within seventy-two hours of their leaving LOFT's employ.

Mr. Lamaku performing services for LOFT in approximately July 2025. Mr. Lamaku did not receive his full wages owed after this termination. To date, LOFT has not provided compensation to Mr. Lamaku for his time worked in May, June, and July of 2025.

In addition, as outlined herein, LOFT has a continuous policy of not paying Mr. Lamaku and similarly aggrieved employees for all hours worked. For example, LOFT does not pay Mr. Lamaku and the aggrieved employees for training time, for meetings with instructors and clients, for pre- and post-briefings, and for any other time Mr. Lamaku and the aggrieved employees are subject to work duties and/or LOFT's control and direction.

LOFT's failure to pay the aggrieved employees who are no longer employed by LOFT their wages, that were earned and unpaid, within seventy-two hours of their leaving LOFT's employ, is in violation of *California Labor Code* sections 201 and 202.

California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until and action is commenced; but the wages shall not continue for more than thirty (30) days.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of sections 201 through 203.

VI. <u>LOFT's Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions</u>

Section 226(a) of the *California Labor Code* requires LOFT to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Mr. Lamaku and the aggrieved employees.

California Labor Code section 226 subdivision (a) requires that LOFT, 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, 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 employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer…(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee...”

Labor Code section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dates, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California” to itemize in wage statements and to accurately report the total hours worked and total wages earned.

In addition, *Labor Code* section 204(b) requires 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.” An employer complies with section 226(a) “if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in the subsequently issue paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.”

LOFT has knowingly and intentionally failed to comply with *Labor Code* section 226(a) on each and every wage statement provided to Mr. Lamaku and the other aggrieved employees.

LOFT does not include the regular rate of pay, the number of regular hours worked, the overtime rate of pay, the overtime hours worked, the double time rate of pay, and the double time hours worked on wage statements.

In every pay period during the period of the relevant statute of limitations, LOFT knowingly and intentionally did not itemize the total hours worked on wage statements as *Labor Code* section 226, subsection (a), requires. In every pay period during the period of the relevant statute of limitations, LOFT knowingly and intentionally did not include the total hours worked on wage statements. LOFT therefore knowingly and intentionally failed to itemize the total hours worked on Mr. Lamaku’s and the aggrieved employees’ wage statements.

LOFT fails to compensate Mr. Lamaku and similarly aggrieved employees for all hours worked. As outlined herein, LOFT has a continuous policy of not paying Mr. Lamaku and similarly aggrieved employees for all hours worked. For example, LOFT does not pay Mr. Lamaku and the aggrieved employees for training time, for meetings with instructors and clients, for pre- and post-briefings, and for any other time Mr. Lamaku and the aggrieved employees are subject to work duties and/or LOFT’s control and direction. These hours are not included on Mr. Lamaku’s and the aggrieved employees’ wage statements.

LOFT does not include on Mr. Lamaku’s and the aggrieved employees’ wage statements the last four digits of the employees’ social security number or an employee identification number other than the social security number.

In addition, LOFT does not include on Mr. Lamaku's and the aggrieved employees' wage statements the name and address of the legal entity that is the employer.

Further, LOFT fails to pay all meal and rest period premiums owed to Mr. Lamaku and the aggrieved employees at the time of termination.

Throughout the statutory period, as a result of the knowing and intentional failure by LOFT to comply with itemized employee wage statement provisions, Mr. Lamaku and the aggrieved employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a non-exempt employee who LOFT failed to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Lamaku has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 226.

VII. <u>LOFT Failed to Reimburse Employees for Business Expenses</u>

Section 2802(a) of the *Labor Code* requires "[a]n employer [to] indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Mr. Lamaku and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from LOFT. These expenses include, but are not limited to, having to use their personal cell phones for business purposes. *California Labor Code* section 2802(a) entitles Mr. Lamaku and the aggrieved employees to reimbursement for said necessary expenditures, plus interest and expenses.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku is an aggrieved employee with standing to bring an action under the PAGA. Furthermore, Mr. Lamaku satisfies all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 2802(a).

VIII. <u>LOFT Failed to Provide Paid Sick Days and Provide Written Notice Setting Forth the Amount of Paid Sick Leave Available</u>

Section 246(a) of the Labor Code requires "an employee who, on or after July 1, 2015, works in California for the same employer for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section. *Labor*

Code section 246, subdivision (b)(1), provides, in pertinent part, “an employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later.”

LOFT failed to provide paid sick days for all hours worked. LOFT’s failure to provide Mr. Lamaku and the aggrieved employees paid sick days violates *Labor Code* section 247.5

Pursuant to *Labor Code* section 248.5, when an employer fails to provide paid sick days in accordance with section 246, and when an employer fails to maintain any records documenting hours worked and paid sick days accrued in accordance with section 247.5, the person acting “on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney’s fees and costs.”

Further, the employer must provide written notice, either on the wage statement or separate writing given to the employee on payday, setting forth the amount of paid sick leave available, or amount of paid time off leave. Employers providing unlimited paid sick leave or unlimited paid time off may satisfy this requirement by indicating “unlimited” on the wage statement or employee notice. Labor Code § 246.

LOFT fails to provide paid sick days in accordance with these provisions and fails to provide Plaintiff and the aggrieved employees with a written notice setting forth the amount of paid sick leave available each payday.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of section 246 and 247.5.

IX. LOFT Willfully Misclassifies Employees as Independent Contractors

Under Cal. Lab. Code § 226.8 (a)(1), it is unlawful for an employer to engage in willful misclassification of an individual as an independent contractor. Per Cal. Lab. Code §226(i)(4) a willful misclassification “means avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor.” Furthermore, Cal. Lab. Code § 226.8(c) subjects Defendant to liability 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.

Throughout the statutory period, LOFT has voluntarily and knowingly, *i.e.*, willfully, misclassified Mr. Lamaku and the aggrieved employees as independent contractors.

For example, LOFT knew, at a minimum, that Mr. Lamaku and the aggrieved employees have performed work within LOFT’s business. LOFT provides flight simulator classes to its clients.

Mr. Lamaku and the aggrieved employees performed these services for LOFT. For example, Mr. Lamaku worked for LOFT as a co-pilot and assisted in simulation sessions. In addition, throughout the statutory period, LOFT has retained all necessary control over their operations in their direction of Mr. Lamaku and the aggrieved employees' activities. LOFT has controlled every necessary aspect of Mr. Lamaku's and the aggrieved employees' responsibilities. LOFT is the employer under any applicable test and have willfully misclassified Mr. Lamaku and the aggrieved employees.

These claims are for Mr. Lamaku and all individuals who performed services for LOFT in California and were classified by LOFT as independent contractors.

Mr. Lamaku, as a non-exempt employee who was unlawfully willfully misclassified in every pay period during his employment, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Lamaku has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 226.8

X. Conclusion

If after 65 days from the date of this letter, the LWDA does not take action or declines to intervene, Mr. Lamaku will file a complaint alleging PAGA violations, as described above.

Respectfully submitted,
MARA LAW FIRM, PC

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